

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: August 18, 2025

CAO File No. 0220-06294-0001
Council File No.
Council District: 1, 4, 5, 8, 9, 10, 11,
13, 14, 15

To: The City Council
The Mayor

From: Matthew W. Szabo, Chair, City Measure W Administrative Oversight Committee

Reference: Transmittal from the Board of Public Works dated March 5, 2025 regarding Regional Program Transfer Agreements with the Los Angeles County Flood Control District (BPW-2025-0147)

Subject: **REVISED – TRANSMITTAL FROM THE MEASURE W ADMINISTRATIVE OVERSIGHT COMMITTEE: MEASURE W – SAFE CLEAN WATER PROGRAM – AUTHORITY TO EXECUTE REGIONAL PROGRAM TRANSFER AGREEMENTS, ADDENDA, AND RELATED NECESSARY ACTIONS FOR THREE ROUND 5 (FY 2024-25) PROJECTS**

RECOMMENDATION

That the Council, subject to the approval of the Mayor:

1. Authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation (Bureau) or designee, to execute the following transfer agreements, collectively referred to as Safe Clean Water Round 5 (FY 2024-25) Regional Projects, between Bureau and Los Angeles County Flood Control District, which have been approved by the Board, and, as consistent with the Los Angeles Administrative Code, delegate authority to the Director of the Bureau to negotiate and execute Addenda materially consistent with the transfer agreements, subject to the City Attorney approval as to form through completion of the projects:
 - a. Transfer Agreement No. 2024RPCSMB01 between the City of Los Angeles and the Los Angeles County Flood Control District for Baldwin Vista Green Streets Project under the Measure W - Safe, Clean Water Regional Program;
 - b. Transfer Agreement No. 2024RPCSMB03 between the City of Los Angeles and the Los Angeles County Flood Control District for Street Sweeping Study in Central Santa Monica Bay watershed area under the Measure W - Safe, Clean Water Regional Program;
 - c. Transfer Agreement No. 2024RPSSMB03 between the City of Los Angeles and the Los Angeles County Flood Control District for Street Sweeping Study in South Santa Monica Bay watershed area under the Measure W - Safe, Clean Water Regional Program;

2. Authorize the Controller to record in the Measure W – Safe, Clean Water – Regional Projects Special Fund No. 63F, Department 50, receivables from the Los Angeles County Flood Control District and establish new accounts to be determined and appropriate funds as follows through the respective Department Revenue Source:

Revenue Source	Account Name	Amount
318420	Baldwin Vista Green Streets Project	\$ 9,076,647
318421	Street Sweeping Study - Central Santa Monica Bay	173,550
318422	Street Sweeping Study - South Santa Monica Bay	113,100
	Total	\$ 9,363,297

Authorize the City Administrative Officer to make technical changes as needed to implement Mayor and City Council intentions.

SUMMARY

The Board of Public Works, on behalf of the Bureau of Sanitation, requests authority to execute three Transfer Agreements with the Los Angeles County Flood Control District in order to receive funds from the Los Angeles County's Measure W – Safe, Clean Water Regional Program.

The City received approval and funding for three projects: one infrastructure project and two scientific Studies requests totaling \$9,363,297. The term of each agreement is one year from execution and each approved project will be added to the Stormwater Investment Plan or SIP.

The Transfer Agreements were approved by the Board of Public Works on March 5, 2025. The Los Angeles County (County) requires the execution of Transfer Agreements with the recipient for each award to effectuate the transfer of funds and document performance obligations. The County will disburse funds within 45 days from receipt of the executed agreements.

In accordance with Los Angeles Administrative Code Section 14.6, Council approval is required. The City Attorney has approved the agreements to form. Our Office has reviewed the request and recommends approval.

BACKGROUND

In November 2018, Los Angeles County voters approved the Measure W – Safe, Clean Water (SCW) Program which includes both Regional and Municipal Programs. Under the Los Angeles County Flood Control District (LACFCD) administration, the first annual SCW parcel tax was collected for Fiscal Year 2019-20. For the Regional Program, 50 percent of the revenues generated annually are allocated to Los Angeles County's (County) nine watershed areas and are awarded on a competitive basis. The City participates in three SCW watershed areas: Central Santa Monica Bay (CSMB), South Santa Monica Bay (SSMB), and Upper Los Angeles River (ULAR).

The LACFCD issued its Round 5 Measure W – Safe, Clean Water Program Regional Call for Projects in 2023. As with prior rounds, the Bureau of Sanitation (Bureau) developed and coordinated multiple project proposals and submitted them to the oversight committee for consideration. The Measure W Administrative Oversight Committee (AOC) approved submission of these projects at its May 25, 2023 meeting followed by Mayor and Council approval on June 21, 2023 (C.F. 18-0384-S6). The Bureau submitted the Feasibility Studies for funding consideration by July 31, 2023, and the three projects were ultimately approved.

The County requires the execution of Transfer Agreements to disburse both Municipal and Regional Measure W funds to recipients. As the City's lead agency, the Bureau must submit executed Regional Program Transfer Agreements with a detailed scope of work to receive the disbursement of regional funds for the first year of the project as allocated in the County's annual five-year Stormwater Investment Plan (SIP) approved by the Board of Supervisors. Subsequent disbursements will be subject to inclusion in the approved annual SIP and the execution of an Addendum to the Transfer Agreement. One infrastructure project and two scientific studies requests totaling \$9,363,297 were submitted by the Bureau and approved for inclusion in the SIP, with a total scheduled disbursement of \$617,928 for Fiscal Year 2024-25.

Transfer Agreements

Recipients are required to comply with Sections 16 and 18 of the LACFCD's Code and the terms and conditions of the Transfer Agreement in order to receive regional funds. Requirements include completion and submission of a detailed Scope of Work within 45 days after the County's adoption of the SIP. The submission must also include an annual budget plan, phased cost estimates, operations and maintenance plans, post-construction monitoring plans, stakeholder and community outreach/engagement plans, and work schedule. The Transfer Agreements also require the recipients to obtain an independent audit to confirm compliance with the program at the completion of the funded activity, or every three years until completion, if the project exceeds three years. Other provisions establish quarterly progress and expenditure reporting, the useful life of funded activities, default and dispute resolution processes.

Term - The term of each agreement will be one year from execution and cover the annual disbursement of costs based on the application and award. The parties will need to execute an Addenda for each subsequent year that the project receives an annual disbursement, subject to the recipient's compliance with all program requirements. The recommendations in this report include approval of any addenda required to complete the projects.

Regional Program Projects – Round 5

The table below lists the three City projects that were approved, total award, first year FY 2024-25 disbursement amounts and the remaining anticipated future disbursement. This report recommends execution of the Transfer Agreements and delegation of authority for all projects listed to the Director of the Bureau to negotiate and execute future Addenda that are not materially inconsistent with the Transfer Agreements and necessary for completion of the projects and receipt of future disbursements.

Project	Total Measure W Award	FY 2024-25 Disbursement	Anticipated Future Disbursement
Baldwin Vista Green Streets Project	\$ 9,076,647	\$ 500,328	\$ 8,576,319
Street Sweeping Study - Central Santa Monica Bay	173,550	71,200	102,350
Street Sweeping Study - South Santa Monica Bay	113,100	46,400	66,700
Total:	\$ 9,363,297	\$ 617,928	\$ 8,745,369

Baldwin Vista Green Streets Project – This project will address water quality needs by implementing green street elements such as drywells, bioswales, trees, and vegetation within the drainage area. These components will serve to improve infiltration and sedimentation processes within the Project area and the Ballona Creek watershed.

Two Street Sweeping Scientific Studies – These two studies, one in the Central Santa Monica Bay and the other in the South Santa Monica Bay watersheds will collect information that will help identify and support potential enhancement to the City’s Street Sweeping Program to provide greater pollutant removal and improve downstream water quality.

We recommend approval of the Regional Transfer Agreements between the Bureau on behalf of the City and the LACFCD for Round 5 of the County’s Call for Projects and future Addenda necessary for completion of the projects (Attachment). The Bureau’s report approved by the Board of Public Works is included for additional details regarding the individual projects.

CITY COMPLIANCE

As the Agreements are for the receipt of funds for capital projects, Charter Section 1022 and the usual City Ordinances required in the contracting process do not apply. The Agreements have been reviewed and approved as to form by the City Attorney. Pursuant to Los Angeles Administrative Code Section 14.6, Council approval is required because the Transfer Agreements constitute acceptance of grant awards.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund as the funding for these projects will be provided by the Safe, Clean Water Regional Program. The 2024-25 revenues totaling \$617,928 will be deposited into the Fund No. 63F, Measure W – Safe, Clean Water – Regional Projects.

FINANCIAL POLICIES STATEMENT

The recommendations in this report are in compliance with the City’s Financial Policies in that expenditures are limited to the mandates of the funding source, and that one-time revenues support one-time costs.

MWS/PJH:JCY/HA:10260049

Attachment: TRANSFER AGREEMENTS AND ADDENDA- SAFE CLEAN WATER REGIONAL ROUND 5 (FY 2024-25) - LOS ANGELES COUNTY FLOOD CONTROL DISTRICT Board Report dated March 5, 2025

BOARD OF PUBLIC WORKS
MEMBERSVAHID KHORSAND
PRESIDENTJENNY CHAVEZ
VICE PRESIDENTJOHN GRANT
PRESIDENT PRO TEMPORESTEVE S. KANG
COMMISSIONERFAITH I. MITCHELL
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOROFFICE OF THE
BOARD OF PUBLIC WORKSELYSE MATSON
EXECUTIVE OFFICER200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278<http://bpw.lacity.org>

March 5, 2025

BPW-2025-0147

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012**REQUEST FOR AUTHORITY – BALDWIN VISTA GREEN STREETS PROJECT**

As recommended in the accompanying report from the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE to execute the three Transfer Agreements between the Los Angeles County Flood Control District and the Department of Public Works, Bureau of Sanitation regarding the Baldwin Vista Green Streets Project and the Street Sweeping Scientific Study in both South Santa Monica Bay and Central Santa Monica Bay watershed areas, collectively referred to as SCW Round 5 (FY 2024-25) Regional Projects;
2. AUTHORIZE the President or two members of the Board of Public Works and the Director of the Bureau of Sanitation to execute the three Transfer Agreements; and
3. AUTHORIZE the Director of the Bureau of Sanitation to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional Transfer Agreements, to accept future Safe Clean Water Program funds, conduct negotiations, provide additional information, and submit all documents, including, but not limited to project reports, updated Scope of Work documents, agreements, amendments, subject to the approval of the City Attorney as to form.

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
MARCH 5, 2025

CD: 1,4,5,8,9,10,11,13,14, 15

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

MAR 05 2025
AND REFERRED TO THE MAYOR
[Signature]
Executive Officer
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

AUTHORITY TO EXECUTE THE SAFE CLEAN WATER (SCW) REGIONAL ROUND 5 (FY 2024-25) TRANSFER AGREEMENTS AND ADDENDA BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF LOS ANGELES FOR THE BALDWIN VISTA GREEN STREETS PROJECT (CD 10) AND THE STREET SWEEPING SCIENTIFIC STUDY (CENTRAL SANTA MONICA BAY, SOUTH SANTA MONICA BAY).

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council for authority to execute the three (3) Transfer Agreements (TAs) between the Los Angeles County Flood Control District (District) and the Department of Public Works, Bureau of Sanitation (LASAN) regarding the Baldwin Vista Green Streets Project and the Street Sweeping Scientific Study in both South Santa Monica Bay (SSMB) and Central Santa Monica Bay (CSMB) watershed areas, collectively referred to as SCW Round 5 (FY 2024-25) Regional Projects.
2. Once approved by the Mayor's Office, authorize the President or two members of the Board of Public Works and the Director of LASAN to execute the three (3) TAs.
3. Authorize the Director of LASAN to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional TAs, to accept future SCW Program funds, conduct negotiations, provide additional information, and submit all documents, including, but not limited to project reports, updated Scope of Work (SOW) documents, agreements, amendments, subject to the approval of the City Attorney as to form.

TRANSMITTALS

1. Baldwin Vista Green Streets Project – Regional TA between LASAN and the District
2. Street Sweeping Scientific Study (Central Santa Monica Bay) – Regional TA between LASAN and the District
3. Street Sweeping Scientific Study (South Santa Monica Bay) – Regional TA between LASAN and the District
4. Baldwin Vista Green Streets Project – Scope of Work (SOW)
5. Street Sweeping Scientific Study (Central and South Santa Monica Bay Areas) – Scope of Work (SOW)

DISCUSSION

Project funding in the amount of \$9,363,297 has been allocated for LASAN's SCW Round 5 (FY 2024-25) Regional Projects. The approval of the SCW Round 5 Regional TAs will enable LASAN to execute and enter into these TAs with the District. Each Regional TA establishes the requirements and conditions to receive the distribution of SCW Regional Program funds for these Round 5 Projects. Upon approval of these TAs, LASAN will sign and execute each Regional TA and send them to the District for final approval and full execution. The District will then return the fully executed TAs to the City within 45 days.

Background

In November 2018, Los Angeles (LA) County residents approved Measure W, which created the SCW Program and includes both Regional and Municipal Programs. Under the District administration, the first annual SCW parcel tax was collected for Fiscal Year (FY) 2019-20. For the Regional Program, 50% of the revenues generated annually are allocated to LA County's nine watershed areas and are awarded on a competitive basis. The City participates in three (3) SCW watershed areas: CSMB, SSMB, and the Upper LA River (ULAR).

Before July 31, 2023, the City submitted the Feasibility Studies for funding consideration for the three (3) Round 5 Projects to compete for Round 5 of the SCW Regional Program. The three (3) SCW Round 5 Projects were included in the five (5)-year Stormwater Investment Plan for CSMB and SSMB, which were approved for \$9,363,297 in funding for five (5) years. Table 1 below summarizes some key information about the three (3) Round 5 Projects:

Table 1 – SCW Round 5 Project Information

Project (CD)	SCW Area	Project Cost	Total SCW Funding	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Baldwin Vista Green Streets Project (CD 10)	CSMB	\$10.9 M	\$9.1 M	\$0.5 M	\$0.46 M	\$4.1 M	\$1.8 M	\$2.2 M
Street Sweeping Scientific Study (CSMB)	CSMB	\$0.17 M	\$0.17 M	\$0.07 M	\$0.08 M	\$0.02 M	\$0 M	\$0 M
Street Sweeping Scientific Study (SSMB)	SSMB	\$0.11 M	\$0.11 M	\$0.046 M	\$0.05 M	\$0.014 M	\$0 M	\$0 M

The three (3) SCW Round 5 Projects were approved by the LA County Board of Supervisors on October 11, 2024, for SCW funding for FY 2024-25, and programmed funding for the amounts listed in Table 1.

Baldwin Vista Green Streets Project (CD 10)

The Project will address water quality needs by implementing green street elements such as drywells, bioswales, trees, and vegetation within the drainage area. These components will serve to enhance infiltration and sedimentation processes within the Project area and thus, the Ballona Creek watershed. The Project seeks to increase local water supply through the implementation of drywells. The Project is estimated to infiltrate 31.2 acre-feet (AF) per year of treated wet weather and 66.1 AF per year of treated dry weather runoff. Total annual water supply benefit supplied by the Project is 97.3 AF. The Project will add 23 double drywells and one single drywell unit (total of 47), 450 square feet of bioswales, and 40 new street trees along Coliseum Street and adjacent streets. The bioswales will filter stormwater to remove pollution through plants as well as layers of soil. Street trees will filter stormwater to remove pollution through their roots and leaves.

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Street Sweeping Scientific Study (CSMB, SSMB)

The Study's primary objective is to collect information that will help identify and support potential enhancements to the City's Street Sweeping program that could provide greater pollutant removal and improve downstream water quality. The Study will be conducted in the CSMB and SSMB watershed areas. This objective will be attained by answering the following three questions, with respect to pollutant removal and water quality: 1) How to sweep? 2) Where to sweep? 3) When to sweep?

Urban streets, including those in the City and LA region, accumulate a variety of pollutants, including metals, hydrocarbons, and bacteria, from vehicle traffic, adjacent land uses, and other sources. As opposed to larger visible debris like trash, many of these pollutants are associated with fine dust particles on the street surface, often called "street dirt". Street sweeping can remove street dirt and associated pollutants, as well as trash and debris, before they are flushed to downstream water bodies via storm drains. Because street sweeping addresses pollutants at their source, street sweeping can be a much more cost-effective approach for improving water quality in comparison to capturing, treating, or diverting stormwater downstream through structural control measures and regional projects.

To assist and facilitate the transfer of SCW Regional Program funds, the LA County Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard Template on June 9, 2020 for SCW Regional Infrastructure Projects. Transmittals No. 1, 2, and 3 (which each include Exhibits A, B, C, D, E and F) represent the adopted Regional Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

- 1) Exhibit A – Scope of Work
- 2) Exhibit B – General Terms and Conditions
- 3) Exhibit C – Special Conditions
- 4) Exhibit D – Addendum to Agreement
- 5) Exhibit E – Nature-Based Solutions (Best Management Practices)
- 6) Exhibit F – Operations and Maintenance Guidance Document

Exhibit A requires LASAN to prepare the Scope of Work for each of their three (3) SCW Round 5 Projects. The two (2) Street Sweeping Scientific Study Regional TAs share one Scope of Work. LASAN has been identified as the City's lead and fund administrator for the SCW Program per LA Administrative Code Sec. 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed TAs.

The TAs further provide that if the projects are included in a duly approved Stormwater Investment Plan for a subsequent fiscal year, then the parties shall enter into addenda (substantially in the form included as Exhibit D of TA) to the TAs regarding the disbursement of the SCW Program Contribution for that subsequent fiscal year for each project. The Director and General Manager of LASAN is requesting a delegation of authority to submit Addenda for approved SCW Regional Projects in subsequent years through the completion of those projects.

Project Administration

LASAN will administer the TAs and Addenda with the District upon full execution of the TAs.

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APPROVAL AS TO FORM

The TAs were reviewed by the City Attorney's Office and have been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The SCW Round 5 (FY 2024-25) Regional Project's funding applications were approved by the City Council on June 2, 2023.

STATUS OF FINANCING

There is no impact to the General Fund. Revenues will be deposited into the Fund No. 63F, Measure W - Safe, Clean Water - Regional Projects, Departmental Revenue Sources 318420 (Baldwin Vista Green Streets Project), 318421 (Street Sweeping Scientific Study Central Santa Monica Bay), and 318422 (Street Sweeping Scientific Study South Santa Monica Bay).

(Signature page follows)

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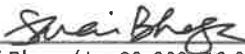
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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:



Sarai Bhaga (Jan 30, 2025 12:04 PST)

Sarai M. Bhaga, Chief Financial Officer
Bureau of Sanitation

Date: _____

Prepared by:
W. Susie Santilena, Safe Clean Water Implementation Division
213-485-0526

TRANSMITTAL NO. 1

Regional Program
Agreement No.2024RPCSMB01

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND**

City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN)

AGREEMENT NO. 2024RPCSMB01

SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) for Baldwin Vista Green Streets Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Kirk Allen	Name:	N/A
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	N/A
Phone:	(626) 458-4331	Phone:	N/A
Email:	kallen@dpw.lacounty.gov	Email:	N/A

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 24-25 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same

instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Central Santa Monica Bay

City of Los Angeles, Department of Public Works, LA Sanitation and Environment
(LASAN)

Baldwin Vista Green Streets Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and

reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in

chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2026	No later than 10/31/2026	2024-25	7/1/2024 to 6/30/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to

pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2024-25	6/30/2030	No later than 3/31/2030	No later than 6/30/2031

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:

- a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.
- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. The Recipient shall submit midyear Progress/Expenditure Reports, using a format provided by the District, not later than forty-five (45) days after the end of the second quarter (December) to the District. The Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;

- g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;
 - j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Annually, a summary of the Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Progress/Expenditure Reports by the Recipient. The summary report shall be submitted not later than forty-five (45) days after the end of the fourth quarter (June). The summary report shall include all items described in section B-33.1 for the third and fourth quarter, in addition to the following:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).
 - b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
 - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-the-date information on the actual and budgeted use of the SCW Program Contribution.

Report	End of Reporting Period	Report Due
Midyear Progress/Expenditure Report	December	February 15
Annual Summary Report	June	August 15

3. 4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government:

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual:
<https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision.

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the

event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. ____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
4. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient):_____

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> □ Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted □ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration of existing riparian habitat and wetlands ◆ Planting of native vegetation - between 16 and 30 different native plant species newly planted ◆ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration and expansion of existing riparian habitat and wetlands ◆ Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ◆ No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	<ul style="list-style-type: none"> Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter 	<ul style="list-style-type: none"> Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter 	<ul style="list-style-type: none"> Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
 - Wildflower and meadow maintenance
 - Grass, sedge, and yarrow management
 - Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes

- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles
AGREEMENT NO. 2024RPCSMB03
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles for Street Sweeping Study, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Kirk Allen	Name:	N/A
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	N/A
Phone:	(626) 458-4331	Phone:	N/A
Email:	kallen@dpw.lacounty.gov	Email:	N/A

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 24-25 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Central Santa Monica Bay

City of Los Angeles

Street Sweeping Study

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month

from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2026	No later than 10/31/2026	2024-25	7/1/2024 to 6/30/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable

County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2024–25	6/30/2030	No later than 3/31/2030	No later than 6/30/2031

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.
 - b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a

- period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. The Recipient shall submit midyear Progress/Expenditure Reports, using a format provided by the District, not later than forty-five (45) days after the end of the second quarter (December) to the District. The Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;
 - j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

- k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Annually, a summary of the Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Progress/Expenditure Reports by the Recipient. The summary report shall be submitted not later than forty-five (45) days after the end of the fourth quarter (June). The summary report shall include all items described in section B-33.1 for the third and fourth quarter, in addition to the following:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).
 - b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
 - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-the-date information on the actual and budgeted use of the SCW Program Contribution.

Report	End of Reporting Period	Report Due
Midyear Progress/Expenditure Report	December	February 15
Annual Summary Report	June	August 15

3. 4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government:

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide

General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual:
<https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision.
9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the

California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN

**THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
4. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient):_____

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and

disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate. More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> □ Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted □ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration of existing riparian habitat and wetlands ◆ Planting of native vegetation - between 16 and 30 different native plant species newly planted ◆ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration and expansion of existing riparian habitat and wetlands ◆ Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ◆ No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
 - Wildflower and meadow maintenance
 - Grass, sedge, and yarrow management
 - Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes

- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

TRANSMITTAL NO. 3

Regional Program
Agreement No.2024RPSSMB03

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles
AGREEMENT NO. 2024RPSSMB03
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles for Street Sweeping Study, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	Kirk Allen	Name:	N/A
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	N/A
Phone:	(626) 458-4331	Phone:	N/A
Email:	kallen@dpw.lacounty.gov	Email:	N/A

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 24-25 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

South Santa Monica Bay

City of Los Angeles

Street Sweeping Study

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.
2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9th) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9th) month

from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2026	No later than 10/31/2026	2024-25	7/1/2024 to 6/30/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable

County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain Project in accordance with this Agreement;
 - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-34, below).
 - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. The Recipient fails to maintain reasonable progress toward Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2024–25	6/30/2030	No later than 3/31/2030	No later than 6/30/2031

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.
 - b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a

- period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity Completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 1605A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

1. The Recipient shall submit midyear Progress/Expenditure Reports, using a format provided by the District, not later than forty-five (45) days after the end of the second quarter (December) to the District. The Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Activity completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
 - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;
 - j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

- k. Additional financial or project-related information as required by the District;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
 - m. Status of Recipient's insurance; and
 - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Annually, a summary of the Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Progress/Expenditure Reports by the Recipient. The summary report shall be submitted not later than forty-five (45) days after the end of the fourth quarter (June). The summary report shall include all items described in section B-33.1 for the third and fourth quarter, in addition to the following:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).
 - b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
 - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-the-date information on the actual and budgeted use of the SCW Program Contribution.

Report	End of Reporting Period	Report Due
Midyear Progress/Expenditure Report	December	February 15
Annual Summary Report	June	August 15

3. 4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government:

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.
6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide

General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual:
<https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision.
9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the

California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ____ TO
TRANSFER AGREEMENT NO. _____ BETWEEN

**THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (INSERT PROJECT DEVELOPER)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. ____ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ____", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and _____ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
4. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ____ has been executed by the parties hereto.

_____(Recipient):_____

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and

disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (<https://safecleanwaterla.org/>)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> □ Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted □ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration of existing riparian habitat and wetlands ◆ Planting of native vegetation - between 16 and 30 different native plant species newly planted ◆ No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ◆ Full restoration and expansion of existing riparian habitat and wetlands ◆ Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ◆ No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion</p> <p>Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities</p> <p>Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities</p> <p>Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
 - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth
 - Prevent encroachment of adjacent property and provide vertical clearance
 - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
 - Wildflower and meadow maintenance
 - Grass, sedge, and yarrow management
 - Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes

- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



**SAFE
CLEAN
WATER**
CITY OF LOS ANGELES

BPW-2025-0147

TRANSMITTAL NO. 4

City of Los Angeles - Safe Clean Water Program Baldwin Vista Green Streets Project Regional Program - Scope of Work FY 2024-25



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A-1. Budget Plan

The Central Santa Monica Bay (CSMB) Watershed Area generates up to \$17.3 M of annual Regional Program funds. For Fiscal Year 2024-2025 (FY 24-25), the CSMB Watershed Area Steering Committee (WASC) voted to include the Baldwin Vista Green Streets Project (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five-year plan developed by each WASC that recommends funding allocations for projects and programs in the Regional Program's Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The Project is scheduled to be completed by FY 28/29. The amount of SCW Program contribution that was approved by the CSMB WASC in the SIP on April 2nd, 2024 is shown below (**Table 1A**).

Table 1A. The SCW Program contribution for the Baldwin Vista Green Streets Project

Fund Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL
SCWP Regional Program Award	\$500,328	\$464,591	\$4,109,841	\$1,822,625	\$2,179,262	\$9,076,647
Leveraged Funds	\$320,400	\$393,115	\$393,115	\$393,115	\$393,115	\$1,892,861
Total Funding	\$820,728	\$857,706	\$4,217,054	\$2,358,691	\$2,715,328	\$10,969,507

The construction cost for this Project is estimated to be \$7,147,548. The life span of the Project is 50 years.

The City of Los Angeles (City) is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leveraging internal resources to support this and other stormwater projects in the City. Below are all the phases of the Project that are included in the Work Schedule Plan for the Project along with the anticipated costs for each Fiscal Year.

Baldwin Vista Green Streets Project
FY 24-25 Regional Program Scope of Work



Table 1B. Budget Plan

Development Phase	Funding per Fiscal Year					TOTAL
	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	
Planning	\$820,728	-	-	-	-	\$820,728
Design	-	\$857,706	\$643,279	\$571,804	\$571,804	\$2,644,593
Construction	-	-	\$3,573,774	\$1,786,887	\$1,786,887	\$7,147,548
O&M	-	-	-	-	\$214,426	\$214,426
Monitoring	-	-	-	-	\$142,211	\$142,211
TOTAL	\$820,728	\$857,706	\$4,217,054	\$2,358,691	\$2,715,328	\$10,969,507

A-2. Consistent with SCW Program Goals

The Los Angeles County Safe Clean Water Program goals align with the City of Los Angeles Sustainable City pLAN water goals and will enable the City to:

- Reduce our reliance on imported water
- Protect water quality
- Develop new water supplies
- Improve flood control
- Assist in compliance with federal, state, and local water quality mandates
- Protect local rivers, creeks, lakes, and bays
- Create more green space
- Empower local communities

Water Quality Benefits- Wet Weather

The Project area is located within the CSMB Watershed, which is subject to multiple Total Maximum Daily Loads (TMDLs) that includes Trash, Nutrients (Ammonia, Nitrate-N, Nitrite-N, Nitrate as N+ Nitrite as N), Metals (Copper, Zinc, Cadmium), and Bacteria. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific TMDLs for numerous pollutants, including the ones mentioned above. The City and partner agencies have outlined a plan to address these impairments through the Watershed Management Plan (WMP), which strategizes and lists water quality projects.

The Project will address water quality needs by implementing green street elements such as drywells, bioswales, trees, and vegetation within the drainage area. These components will serve to enhance infiltration and sedimentation processes within the Project area and thus, the CSMB watershed. The Project scored 100% in the Water Quality section. Long-Term Performance modeling was conducted to determine project benefits from reductions in pollutant loading into the environment. Pollutants included in the modeling effort include nutrients (Total Nitrogen & Phosphorus), metals (Total Cadmium, Lead, & Zinc), and Total Suspended Solids. Zinc was selected as the primary pollutant to evaluate this score because it was one of the limiting pollutants in the Santa Monica Bay EWMP. The Project will result in a reduction of 80 percent of the primary pollutant. Trash is selected as the secondary pollutant to address the Los Angeles River Watershed Trash TMDL. The Project will achieve 100 percent reduction of trash.

Water Supply Benefits

The Project seeks to increase local water supply through the implementation of drywells. According to discussions with the Water Replenishment District (WRD), impermeable layers of clay and silt in many areas of the City prevent stormwater from percolating into the deeper

aquifers currently used for municipal purposes. However, the treated stormwater will be infiltrated into local shallow groundwater (perched aquifers). Future uses of the infiltrated stormwater may include extracting the groundwater for non-potable uses or treating and used for potable demands.

Recognizing that infiltration to a managed aquifer is not feasible at the site, alternative ways to provide water supply were considered. Implementation of nature-based solutions with a drought-tolerant landscape to minimize water use from local sources will be used in this Project.

Design of the overall Project storage was optimized to achieve an 80% pollutant loading reduction target for the primary pollutant. The Project captures 97% of runoff from the 85th percentile, 24-hour storm at 1.11 inches. The annual average inflow to the project is 97.3 acre-feet (AF).

All stormwater treated by the Project will be infiltrated into the subsurface. The annual infiltrated volume was modeled using long-term continuous simulation with the SUSTAIN component of WMMS2. The Project capture and infiltration volume were modeled using rainfall data over a 20-year period from Water Year 1999 through Water Year 2018. The Project is estimated to infiltrate 31.2 AF per year of treated wet weather and 66.1 AF per year of treated dry weather runoff. Total annual water supply benefit supplied by the Project is 97.3 AF. These values are based on an assumption of 0.000677 cubic feet per second (cfs) of dry weather flow per acre of drainage area, which is the calculated average of 21 LACFCD low flow diversions along Santa Monica Bay. SCWP scoring criteria section B.2 evaluates the annual volume of stormwater/urban runoff volume captured for water supply.

Community Investment

The Project will enhance the overall aesthetics of the Project area through the implementation of BMPs. These BMPs will be strategically placed to optimize water quality while at the same time alleviating flooding issues. Green infrastructure will improve air quality, provide additional shade, and reduce the heat island effect. The Project will include the following improvements:

- Approximately 23 double drywell units and one single drywell unit (total of 47) along Coliseum Street and the surrounding community
- Approximately 450 square feet of bioswales with California native landscaping along Coliseum Street and the surrounding community
- Approximately 40 new street trees along Coliseum Street and the surrounding community
- 7 educational displays along Coliseum Street. In addition to the water quality improvements, the Project will provide multiple community investment benefits.

Proposed community investment benefits that have been identified, and will be implemented as part of the Project include the following:

- Improve flood management, flood conveyance, and flood risk mitigation through the implementation of stormwater infrastructure.
- Increase the number of street trees to increase shade, decrease the local heat island effect, and remove air pollution.
- Provide an educational display to engage with the local community regarding the City's Safe, Clean Water Program, and the benefits of stormwater treatment.

Nature Based Solutions

The City has committed to maximizing nature-based solutions to the most feasible extent possible by building community resiliency with nature-based solutions. The Project will maximize nature-based solutions by utilizing natural processes including bioretention and biofiltration using bioswales. Bioswale soils, plants, and microbes help capture and treat pollutants by breaking them down and absorbing them, while providing temporary water storage, supporting their green infrastructure title.

The Project will add 23 double drywells and one single drywell unit (total of 47), 450 square feet of bioswales, and 40 new street trees along Coliseum Street and adjacent streets. The bioswales will filter stormwater to remove pollution through plants as well as layers of soil. Street trees will filter stormwater to remove pollution through their roots and leaves. The double drywells will provide stormwater filtration through the layers of natural soils.

Natural materials will be utilized in the bioswales to filter and infiltrate stormwater. Bioswales will be planted with region-specific native grasses, flowers, and shrubs. Trees will be selected from the City of Los Angeles Approved Street Trees List.

Leveraging Funds and Community Support

The City of Los Angeles, Sanitation and Environment (LASAN) is committed to improving water quality, public health, and public safety. The City will provide City Services (leveraged funds) in the estimated amount of \$1,892,861 (17.3% of the Project total cost) to be used for this Project.

Stakeholders identified flooding along Coliseum Street and preservation of the unique character of the local community as key local issues, along with interest in community beautification and enhancement opportunities to create a more livable and sustainable community.

The Project will directly help with this issue by reducing local flooding while improving local and regional water quality. The proposed green infrastructure (double drywells and bioswales) will help alleviate flooding issues along Coliseum Street that occur during light to moderate storms. The dry wells and bioswales will mimic natural processes to slow, detain, capture, and infiltrate water in a manner that manages local flooding and protects and enhances habitat and green space.

New street trees and bioswales, with drought-tolerant California natural plantings, will enhance the local habitat and provide for community beautification, improve air quality, and reduce heat island effect, resulting in enhanced local sustainability and a more livable and walkable neighborhood.

LASAN initiated outreach and engagement efforts for the Project in April 2022 by meeting with representatives from Council District 10 (CD 10) to discuss the Project and to seek guidance and recommendations regarding local community groups and interests. LASAN provided a PowerPoint presentation with Project information for these initial virtual briefings with CD 10. LASAN also met with the CSMB Watershed Coordinator Mikaela Randolph who provided recommended community organizations and contact information for further outreach. Later, LASAN conducted virtual briefings, project surveys, and a pop up table. The Project received support from CD 10, Empowerment Council West Neighborhood Development Council (ECWA) and other groups and individuals. LASAN proposes to continue coordinating with local community stakeholders to ensure the Project is consistent with community values and will preserve the unique character of the local neighborhood.

Quantitative Target and Corresponding Metrics

For the CSMB watershed, this Project represents an exemplary opportunity to provide water quality, water supply, and community benefits to a disadvantaged community (DAC). The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. **Table 2A** below shows the quantitative targets and corresponding metrics information for this water quality Project.

Table 2A. Quantitative Targets and Corresponding Metrics

TARGETS AND METRICS			
Metric Name	Quantitative Target	Value for Quantitative Target	Estimated Achievement Date
Drywells Installed	# of drywells installed	47	6/1/2029
New Trees Planted	# of new trees planted	40	6/1/2029
Bioswale Installation	Area of new bioswale greenery	450 square feet	6/1/2029
Educational Displays	Number of Educational Displays	7	6/1/2029

A-3. Estimated Reasonable Total Activity Cost

A Class “O” (also known as Class 3) cost estimate was prepared for the Project. The estimate uses assembly level component construction costs estimated from average unit costs. A Class 3 cost estimate is defined by the American Association of Cost Engineers, International (AACE) 23 as an estimate with a Project definition ranging from 10% to 40% maturity. Typical accuracy ranges for Class 3 estimates are –10% to 20% on the low side, and +10% to +30% on the high side, depending on the technological complexity of the Project, appropriate reference information, and the inclusion of an appropriate contingency determination. Ranges could exceed those shown in unusual circumstances. The design and estimate are not based on extensive geotechnical investigations, surveys, or water quality testing and could change once these are completed as part of the final design process.

The estimated cost per phase of the project is shown in **Table 3A** below. The project has a total cost of \$10,969,507.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	Cost
Planning	\$820,728
Design	\$ 2,644,593
Construction	\$7,147,548
O&M	\$214,426
Monitoring	\$142,211
Total Project Cost	\$ 10,969,507

A-4. Funded Activity Description and Scope of Work

LASAN proposes a multi-benefit stormwater improvement Project that will capture and treat stormwater runoff from surface flows from 135 acres within the City and Ballona Creek Watershed. The Project area is located along Coliseum Street from Hauser Boulevard to Nicolet Avenue. The coordinates are (34.018323, -118.355626). The primary objective of the Project is to improve water quality by removing pollutants including metals (zinc, copper, and lead), oils and grease, and trash, which are generated from urbanization and end up in local water bodies.

The Project will enhance the overall aesthetics of the Project area through the implementation of BMPs. These BMPs will be strategically placed to optimize water quality while at the same time alleviating flooding issues. Green infrastructure will improve air quality, provide additional shade, and reduce the heat island effect. The Project will include the following improvements:

- Approximately 23 double drywell units and one single drywell unit (total of 47) along Coliseum Street and the surrounding community
- Approximately 450 square feet of bioswales with California native landscaping along Coliseum Street and the surrounding community
- Approximately 40 new street trees along Coliseum Street and the surrounding community
- 7 educational displays along Coliseum Street

In addition to the water quality improvements, the Project will provide multiple community investment benefits. Proposed community investment benefits that have been identified, and will be implemented as part of the Project include the following:

- Improve flood management, flood conveyance, and flood risk mitigation through the implementation of stormwater infrastructure.
- Increase the number of street trees to increase shade, decrease the local heat island effect, and remove air pollution.
- Provide an educational display to engage with the local community regarding the City's Safe, Clean Water Program, and the benefits of stormwater treatment.

The 135-acre capture area is divided into two areas along S. La Brea Avenue. Surface flows from west of S. La Brea Avenue will be collected along Coliseum Street, while surface flows east of S. La Brea Avenue will be collected by a distributed system of bioswales and drywells. **Figure 1** below shows the delineated Project capture area as well as existing stormwater infrastructure.



Figure 1. Location Map with Drainage Areas Indicated

Capture Area Details

The capture area of the Project is 135 acres. Out of the 135 acres, 76.26 of those acres are impervious and 58.7 acres are pervious. The land use type includes:

- 4.7% Open Space
- 11.7% Single Family Residential
- 21.4% Secondary Roads and Alleys
- 62.2% Multi Family Residential

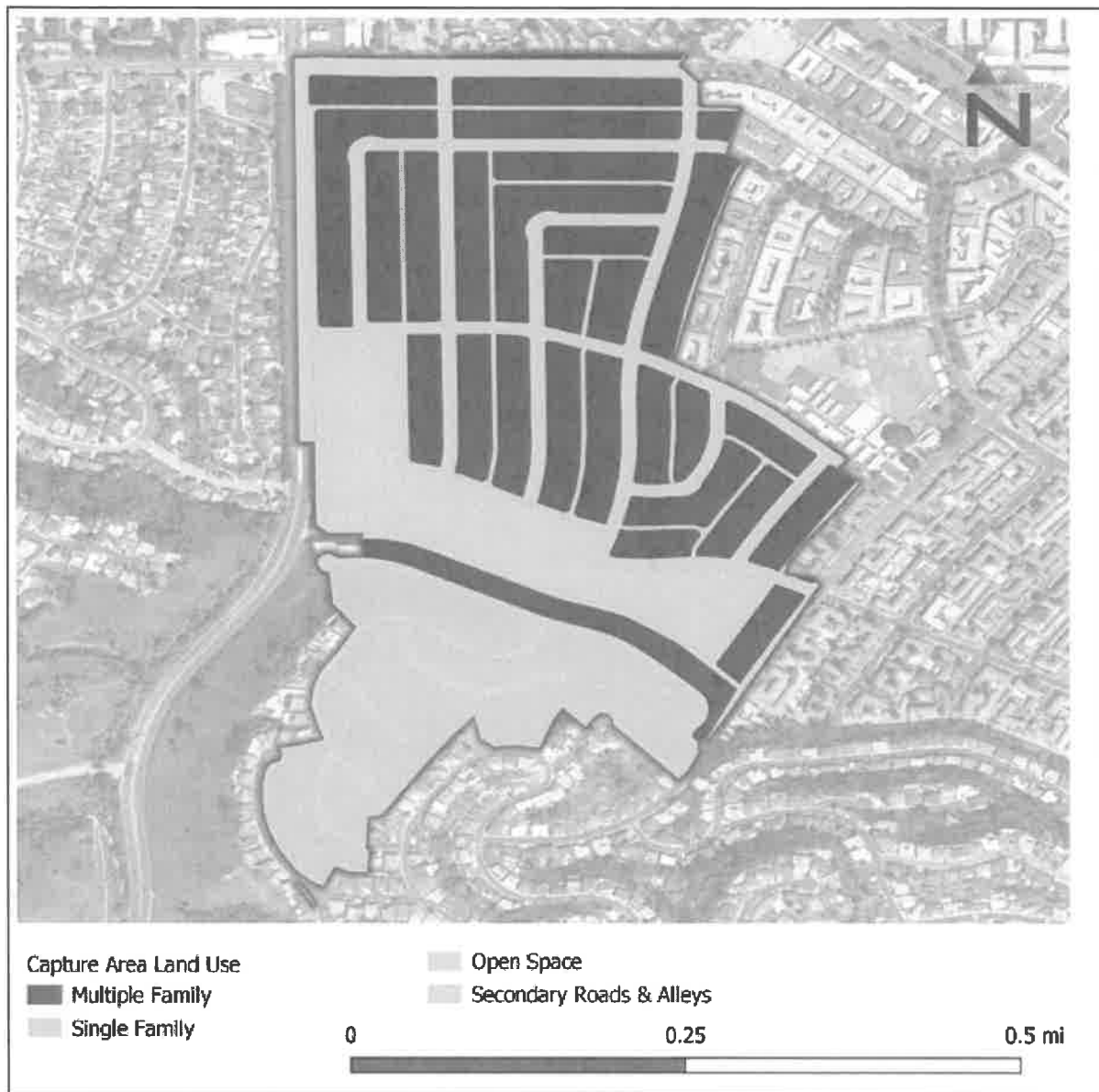


Figure 2. Land Uses within Project Drainage Area



Figure 3. Rendering of Project

Project Status and Funded Activities

The Project's Feasibility Report was completed July 2023. The Project has an estimated duration of 60 months, consisting of 12 months of planning and pre-design, 24 months of design, 27 months of construction, monitoring in the first 3 years and last year, outreach to occur throughout the project, and O&M to occur after project completion.

Outreach activities will be synchronized with the Project schedule to ensure community members are informed of the project, can provide input on planning and design, and are aware of impacts during construction. The construction schedule will also be coordinated, as much as is feasible and economical, with recreational activities at the site. Improvements to the area may impact some recreational and pedestrian activities. However, with proper outreach, community members will be informed of these impacts and construction scheduling. Workdays and times could also be tailored to local community needs, realizing that increasing conditions placed on a contractor will likely increase the project cost.

A-5. Operations and Maintenance (O&M) Plan

The following section outlines the operations and maintenance plans (O&M Plans) that were developed for the Project. This preliminary O&M plan will require updates as the Project is fully designed and implemented. It is assumed that the City of Los Angeles Bureau of Sanitation is the owner and operator of the infrastructure, and responsible for implementation and tracking long term maintenance. The final O&M Plan is to be developed and agreed upon by the appropriate parties/divisions within the City and/or any involved party during the design phase. An O&M plan is necessary to ensure long-term operability, performance, and reliability of all components of the system. Regular maintenance will ensure the system elements achieve the designed capture of intended stormwater runoff volume as well as the pollutant removal goals. All maintenance mentioned below shall be performed in accordance with the City of Los Angeles' Low Impact Development Manual, 4th edition (LASAN, 2011). **Table 5A** below outlines the anticipated O&M activities for the Project.

Table 5A. Typical O&M Activities

BMP Component	Operation and Maintenance Duties
Dry Well and Pump Station	<ul style="list-style-type: none"> - Inspection – once during dry season and after each major rain event or monthly during wet season - Vacuum cleaning- triggered by inspection or at least once per year - Servicing – annually, in advance of wet season or as recommended
Bioswale	<ul style="list-style-type: none"> - Inspection – once per season - Cleaning – once per season - Maintenance includes the removal of trash, sediment and debris to minimize clogging of infiltration media, identify eroded areas and repair with soils and plants if needed, annual replacement of mulch, and irrigation of plants.
Street Trees	<ul style="list-style-type: none"> - Inspection – provided by City Bureau Street Services - Maintenance – provided by City Bureau Street Services
Educational Signs	<ul style="list-style-type: none"> - Inspection – twice per year - Cleaning – as needed or twice per year

A-6. Post-Construction Monitoring

The primary objective of this guideline is to outline the three-year post construction monitoring and sampling design in order to evaluate the effectiveness of the project BMPs by determining the pollutant load reduction and to measure progress towards meeting the project benefit goals.

The Project relies on a network of bioswales, new storm water inlets, dry well infiltration, and addition of trees and vegetation to provide enhanced water quality benefits to the local community. Pollutant load reduction achieved by the green street BMPs will be used as a measure of progress toward the Project benefit goals. Pollutant load reduction will be determined by multiplying approximate volume captured with sample pollutant concentration. Two monitoring methods will be utilized to determine these values: I. Hydrology based modeling

using rainfall data from the closest rain gauge will approximate flow captured by the green street BMPs. II. Water quality grab sampling at the storm water inlets or optionally, from a nearby established CIMP monitoring location will be used to determine pollutant concentrations. Additional field surveys will provide visual observations of the BMP condition and surrounding areas.

Monitoring locations will be established at multiple storm water inlets. The selection of the monitoring sites will be based on consideration of the following factors: goals of the study, design of the system, site accessibility, and safety of field personnel and general public. Site locations are contingent on design plans and location of treatment facilities.

Given the Project intent of diverting storm water, monitoring will focus on wet weather assessment. These components will be monitored twice annually and monitoring will proceed for three years after project completion. Monitoring frequency and timeline may be adjusted as needed, providing that it fulfills the requirements of the Safe Clean Water Program.

An adaptive approach to monitoring will be crucial in order to provide the most useful information for the design and operation of the Project. The schedule, water quality parameters, and monitoring equipment may be modified depending on changes to Project Design, regulatory revisions, and advances in new scientific technology. Monitoring may also be adapted to the needs of the project as they develop, e.g. additional needs to assess impacts on the environment or public health, optimization data, and/or data that may be needed to determine maintenance protocols and schedules. Furthermore, monitoring equipment, monitoring frequency, and analyzed parameters may be reconsidered based on available funds during the life of the Project.

A-7. Sustainability Rating

The commitment of the City to use Envision draws attention to the importance and value of developing more sustainable infrastructure. Institute for Sustainable Infrastructure (ISI) is a not-for-profit education and research organization founded by the American Public Works Association, the American Council of Engineering Companies, and the American Society of Civil Engineers. Envision supports higher performance through more sustainable choices in infrastructure development. The framework provides a flexible system of criteria and performance objectives to aid decision makers and help project teams identify sustainable approaches during planning, design, and construction that will carry forward throughout the project's operations and maintenance and end-of-life phases. Using Envision as a guidance tool, owners, communities, designers, contractors, and other stakeholders are able to collaborate to make more informed decisions about the sustainability of infrastructure.

At this time, the City has not applied for ISI verification for the Project. Consequently, there's no final score or an award level from Envision. Once the Project goes into the design phase, the City will make a determination of whether to proceed or not with the Envision certification application.

A-8. Stakeholder and Community Outreach/Engagement Plan

The City recognizes the important roles of community outreach and community engagement activities for the County of Los Angeles's Safe Clean Water Program. The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts. Before engaging with the community at large, the Project team will meet with key elected officials, community leaders, and community organizations to determine the type of community outreach, engagement, and input desired from the community as well as the best methods to use to successfully outreach to and engage with the community. From those initial meetings, a customized approach will be developed that provides space and opportunities for community input and engagement.

Potential Project Benefits and Concerns

A full and transparent discussion of the Project, its community benefits as well as community concerns and impacts during construction, will be important in engaging the public.

In community events/meetings, the Project team will highlight the Project's features and community benefits including water quality improvements through stormwater infiltration, flood mitigation, and community enhancements. Key Project benefits consist of the following:

- **DAC Benefit-** The Project site is located within a DAC east of La Brea Avenue. The Project will enhance local stormwater quality for multiple DAC areas adjacent to the Project site. The goal of the proposed stormwater best management practices (BMPs) is to capture and treat dry and wet weather flows to reduce pollutants that otherwise would deposit in Ballona Creek and the Pacific Ocean. Sediments, metals (zinc, copper, and lead), bacteria, and trash will be removed from the stormwater improving water quality before reaching Ballona Creek, Ballona Creek Estuary, and the Pacific Ocean
- **Water Quality Benefit -** The Project will enhance local stormwater quality for multiple DAC areas across the Project site. Surface runoff from the Project drainage area discharges to Ballona Creek, then Ballona Creek Estuary, and then the Pacific Ocean in the Santa Monica Bay Watershed. The goal of the proposed stormwater best management practices (BMPs) is to capture and treat dry and wet weather flows to reduce pollutants that otherwise would deposit in Ballona Creek and the Pacific Ocean. Sediments, metals (zinc, copper, and lead), bacteria, and trash will be removed from the stormwater improving water quality before reaching Ballona Creek, Ballona Creek Estuary, and the Pacific Ocean. The Project will naturally treat and infiltrate stormwater into a local perched aquifer. The proposed green infrastructure (drywells and bioswales) will help alleviate flooding issues along Coliseum Street that occurs during light to moderate storms as well as in other areas of the neighborhood identified in flooding complaints. This green infrastructure will help calm traffic and reduce the possibility of an accident during and after storm events for vehicles traveling to/from the community. Reduced flooding will also improve the mobility of pedestrians and bicyclists along Coliseum Street during storm events for the entire community including DAC areas.
- **Community Investment Benefits -** The Project will improve stormwater quality which benefits the entire community including DAC areas. The proposed green infrastructure (drywells, bioswales, and trees) will help alleviate flooding issues along Coliseum Street that occur during light to moderate storms. This green infrastructure will help calm traffic and reduce the possibility of an accident during and after storm events for vehicles traveling to/from the community including the DAC areas. Reduced flooding will also improve the mobility of pedestrians and bicyclists along Coliseum Street during storm events for the entire community including DAC areas. The Project also includes the installation of street trees and landscaping in bioswales. These street trees and bioswales will enhance the pedestrian route for the entire community including DAC areas by providing aesthetic and environmental benefits and reducing the heat island effect.

In outreaching to and engaging with the public, the Project team will address potential project concerns, including but not limited to:

- **Proper O&M of the Project** - The project has budgeted for O&M activities. The City will operate and maintain the project using this funding and will have the proper agreements set for O&M activities within the City departments.

Project Onset

Currently, the work that has been performed include community outreach via tabling events, briefing neighborhood councils, and more. Below is a description

Prior Outreach Conducted for the Project

LASAN initiated outreach and engagement efforts for the Baldwin Vista Green Streets Project in April 2022 by:

- Meeting with representatives from Council District 10 (CD 10) to discuss the Project and to seek guidance and recommendations regarding local community groups and interests. LASAN provided a PowerPoint presentation with Project information for these initial virtual briefings with CD 10.
- On May 9, 2022, LASAN met with Heal the Bay's Mikaela Randolph, who serves as the Watershed Coordinator for the SCWP Central Santa Monica Bay Watershed Area Steering Committee.
- LASAN set up a virtual briefing with members of the Village Green Owners Association (VGOA) on May 20, 2022, with members of the VGOA Board of Directors, property management staff, and representatives from Rios, a landscape architecture firm working with the VGOA.
- On June 23, 2022, LASAN convened a virtual briefing for David McNeill, the Executive Officer of the Baldwin Hills Conservancy (BHC), to share about the proposed Project and to seek Project input and recommendations for additional community engagement.
- Between June 28, 2022, and July 15, 2022, LASAN circulated a Project survey to collaborate with community stakeholders. In addition to asking questions about residents' proximity to and use of Coliseum Street, the survey sought input on specific Project elements and provided Baldwin Vista residents with a mechanism to sign up for future LASAN project updates and meetings. Five responses to the Project survey were received. Community members who responded were interested in the Project's community beautification, nature-based solutions, and shade benefits, as well as the Project's focus on reducing flooding and providing educational signage. Respondents also provided suggestions for potential street calming and streetscape expansion. The survey results are extremely useful and insightful for LASAN and will provide a foundation for future outreach and engagement efforts for project design considerations in the event the Project is approved for SCWP funding.

- LASAN set up a pop-up table on the northside of Coliseum Street on the afternoon of June 30, 2022, for three hours. The popup table included English and Spanish versions of the Project fact sheet, information on LASAN's upcoming Community Meeting on July 7, 2022, information on how to provide input into the Project survey, and helpful information about other services provided by LASAN and the City of Los Angeles.
- LASAN provided a virtual Project briefing on July 1, 2022, to Area Representatives and other Board members of the Empowerment Congress West Area Neighborhood Development Council (ECWA). The ECWA is the locally chartered City of Los Angeles Neighborhood Council and serves as a vehicle for community stakeholders to shape the policies and decisions which affect their lives.
- ECWA then set up a Special Board Meeting on July 14, 2022, for consideration of providing a letter of support to LASAN for the Project. LASAN attended this virtual special meeting and answered questions about the Project. The ECWA Board voted to approve the letter of support.
- In addition to the various specific briefings with community groups and leaders, LASAN also held a virtual Community Meeting co-hosted by CD 10 on July 7, 2022. Approximately 16 community members attended the virtual Community Meeting. Attendees asked questions about water supply, street trees, and flooding issues.
- During mid-July 2023, LASAN initiated efforts to schedule briefings with the Neighborhood Council (Empowerment Council West or ECWA), Baldwin Hills Conservancy, and Village Green Owners Association. LASAN will also reach out to the local Council District Office (CD 10) and the SCWP Central Santa Monica Bay Coordinator.

As we move forward with the project, the Project will follow the City's Community Outreach and Engagement Strategic Plan, the SCWP 2022 Interim Guidance on Strengthening Community Engagement and Support, and continue to work with the community organizations. Later in the pre-design phase a consultant will be selected and will help coordinate these outreach efforts.

Project Design and Construction

Based upon LASAN's best practices, community outreach and engagement methods and materials will be developed and implemented throughout the life of the Project.

The following community outreach methods and materials will be explored and considered for the Project:

Online Media Outreach

- Project web site/web page.
- Social media including Facebook, Twitter, Instagram and NextDoor.

- Regularly scheduled project update emails to stakeholders.
- E-mail to the neighborhood councils for further dissemination to residents.
- Visual simulations (e.g., videos or online interactive tools) to show at community meetings and post on the website Project and construction updates and notices in the form of website updates, and social media posts.

Local Media Outreach

- Articles and project/construction notices in community newspapers including the LA.
- Daily News and others, as identified.
- Project-related media alerts and press releases for local traditional media (newspapers, radio and television).

Grassroots Outreach

- Door-to-door canvassing in impacted neighborhoods.
- Project and construction updates and notices in the form of community mailers and/or signage.
- Project fact sheet and project materials translated into appropriate languages.
- Project update meetings with Council District 6 and Council District 2 staff and Neighborhood Council members, as requested.
- Ground-breaking and ribbon-cutting ceremonies for elected officials and community members.

The following community engagement methods and materials will be explored and considered for the Project:

- Community meeting(s) (in-person or online) with a presentation and visual materials for use, as well as appropriate translation services.
- Tabling(s) in the community.
- Information booth at community events (festivals, fairs, farmers' markets).

Upon completion of the Project and throughout the 50-year life of the Project where operations and maintenance are funded through the SCWP, LASAN will develop community outreach activities to occur biennially to remind residents of the SCWP contribution to the Project.

Los Angeles County Safe Clean Water Program Requirements/Acknowledgement

Per the County of Los Angeles Safe Clean Water Program Community Outreach and Engagement requirements as outlined in the SCW Transfer Agreements, community outreach and engagement activities will occur at the onset, during the design phase, and throughout the construction phase of the Project. The Project will implement, at a minimum, one community outreach activity and two community engagement activities.

Additionally, all signage and outreach materials developed for the Project will include the appropriate Los Angeles County Safe Clean Water Program logo and acknowledgement verbiage.

A-9. Tracking Infrastructure Program Project Benefits

Dry or Wet Weather Water Quality Benefits

The Project will address water quality needs by implementing green street elements such as drywells, bioswales, trees, and vegetation within the drainage area. These components will serve to enhance infiltration and sedimentation processes within the Project area and thus, the CSMB watershed. Long Term Performance modeling was conducted to determine project benefits from reductions in pollutant loading into the environment. Pollutants included in the modeling effort include nutrients (Total Nitrogen & Phosphorus), metals (Total Cadmium, Lead, & Zinc), and Total Suspended Solids.

Zinc was selected as the primary pollutant to evaluate this score because it was one of the limiting pollutants in the Santa Monica Bay EWMP. The Project will result in a reduction of 80 percent of the primary pollutant. Trash is selected as the secondary pollutant to address the Los Angeles River Watershed Trash TMDL. The Project will achieve 100 percent reduction of trash.

Water Supply Benefits

While the Project will not add water supply to an aquifer used for municipal purposes, it will naturally treat and infiltrate stormwater into a local perched aquifer, which could provide benefits to potential users of this groundwater. As noted in the prior section, the Project includes BMPs that will improve the stormwater quality including the removal of sediments, metals (zinc, copper, and lead), bacteria, and trash before infiltrating into the groundwater.

Community Investments Benefits

1 – Improved Flood Management, Flood Conveyance, or Flood Risk Mitigation

With the addition of storage via drywells and subsurface storage, the project is expected to reduce runoff from surface streets and mitigate localized flooding during rain events.

2 – Creation, Enhancement, or Restoration of Parks, Habitat, or Wetlands

The project includes a variety of green street elements and new street trees throughout the watershed. These elements will provide space for flora and fauna as well as provide improved aesthetics for passive recreation such as running or walking through the neighborhood.

3 – Enhanced Recreational Opportunities

The green street elements such as vegetated medians, vegetated landscape boxes in parkways, and new trees are expected to improve recreational opportunities in the neighborhood, inviting more running, walking, and sightseeing in the area. Depending on local zoning, the additional street level greening could also encourage more outdoor dining at existing cafes and restaurants.

Educational signage will be added to provide the community opportunities to learn about the environment, the water cycle, and increasing water supply and water quality.

4 – Greening of Schools

The Project does not include an element that creates or enhances the greening of schools, however, the project will improve walkability through the addition of trees which will create shade and reduce the heat island effect.

5 – Reducing Heat Island Effect and Increasing Shade

An additional 40 trees included throughout the Project area will provide increased shade and reduce localized heat island effect, especially at tree maturity. Each tree (assuming native Shade Tree type) will sequester about 556 pounds of carbon dioxide per tree per year (US Forest Service, 2009).

6 – Increased Trees and Vegetation, Carbon Sequestration, Improved Air Quality

With the Project's proposed 40 trees to be incorporated, a total of 22,240 pounds of carbon dioxide sequestration can be expected per year.

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. Robust public outreach will be maintained throughout Project delivery as described in section A-8.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Project is included in **Table 10A**, and is also based on SCW Transfer Agreement execution and fund disbursements. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life.

The Project is anticipated to start in January 2025 with planning. Design of the Project is anticipated to be completed by 2027. Construction is anticipated to be completed by 2028. Equipment optimization and monitoring will continue through after construction, along with operations and maintenance.

Baldwin Vista Green Streets Project
FY 24-25 Regional Program Scope of Work



Table 10A. Proposed Project Schedule for Baldwin Vista Green Streets Project

Task Name	YR 1 - FY 23/24		YR 2 - FY 24/25		YR 3 - FY 25/26		YR 4 - FY 26/27		YR 5 - FY 27/28		YR 6 - FY 28/29	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Planning												
Environmental												
Design												
Permitting												
Procurement												
Construction												
Monitoring/Optimization												
Outreach												

Abbreviations and Acronyms

CBO	Community Based Organization
CEDEN	California Environmental Data Exchange Network
CEQA	California Environmental Quality Act
CSMB	Central Santa Monica Bay
EIR	Environmental Impact Report
FY	Fiscal Year
HWRP	Hyperion Water Reclamation Plant
LACFCD	Los Angeles County Flood Control District
LARWQCB	Los Angeles Regional Water Quality Control Board
mgd	Million Gallons per Day
MPN	Most Probable Number
MS4	Municipal Separate Storm Sewer Permit
NOA	Notice of Availability
NOD	Notice of Determination
NOS	North Outfall Sewer
NOTF	North Outfall Treatment Facility
NGO	Non-Governmental Organization
O&M	Operation and Maintenance
RWL	Receiving Water Limitations
SCWP	Safe, Clean Water Program
SIP	Stormwater Investment Plan
TSO	Time Schedule Order
WASC	Watershed Area Steering Committee
WLA	Water Load Allocation
WPPQAP	Watershed Protection Program Quality Assurance Plan
QBEL	Water Quality Based Effluent Limitations



**SAFE
CLEAN
WATER**

BPW-2025-0147

TRANSMITTAL NO. 5

City of Los Angeles - Safe Clean Water Program Street Sweeping Study Regional Program - Scope of Work FY 2024-25



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A-1. Budget Plan

The Central Santa Monica Bay (CSMB) Watershed Area generates up to \$17.3 M of annual Regional Program funds; and the South Santa Monica Bay (SSMB) Watershed Area generates up to \$17.2 M of annual Regional Program funds. For Fiscal Year 2024-2025 (FY 24-25), the CSMB and SSMB Watershed Area Steering Committees (WASCs) voted to include the Street Sweeping Study into their respective Regional Scientific Study Program and 5-year Stormwater Investment Plans (SIPs). The SIP is an annual five-year plan developed by each WASC that recommends funding allocations for projects and programs in the Regional Program's Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The amount of Safe Clean Water Program (SCWP) contribution that was approved by the CSMB and SSMB WASCs in their respective SIPs on April 2nd, 2024 and May 2nd, 2024, respectively, is shown below (**Table 1A**).

Table 1A. The SCW Program contribution for the Street Sweeping Study

Fund Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28/29	TOTAL
SCWP Regional Program Award (CSMB WASC)	\$71,200	\$80,990	\$21,360	--	--	\$173,550
SCWP Regional Program Award (SSMB WASC)	\$46,400	\$52,780	\$13,920	--	--	\$113,100
Leveraged Funds	\$105,000 ¹	—	—	—	—	\$105,000
Total Funding	\$222,600	\$133,770	\$35,280	--	--	\$391,650

¹ Leveraged funds were applied to the Street Sweeping Study prior to FY 24/25.

The City of Los Angeles (City) is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leveraging internal resources to support this and other stormwater projects in the City. Funding for this study was also sought in Round 5 from the Upper Los Angeles River (ULAR) WASC, but the proposal was not included in the ULAR SIP. The City is re-submitting the proposal to the ULAR WASC in the Round 6 call for proposals. If accepted, the benefits of this study will be extended to the ULAR watershed area. If not accepted, the City may seek out additional funding sources.

A-2. Consistent with SCW Program Goals

The Street Sweeping Study will collect information in order to identify enhancements to the City's street sweeping program that would improve water quality. The information obtained through this study will be made available to interested stakeholders throughout the region, so that the recommended enhancements can be considered by other municipalities and entities that seek to optimize their street sweeping programs for improving water quality.

Water Quality Benefits - Wet Weather

Urban streets, including those in the City and Los Angeles region, accumulate a variety of pollutants, including metals, hydrocarbons, and bacteria, from vehicle traffic, adjacent land uses, and other sources. As opposed to larger visible debris like trash, many of these pollutants are associated with fine dust particles on the street surface, often called “street dirt”. Street sweeping can remove street dirt and associated pollutants, as well as trash and debris, before they are flushed to downstream waterbodies via storm drains. Because street sweeping addresses pollutants at their source, street sweeping can be a much more cost-effective approach for improving water quality in comparison to capturing, treating, or diverting stormwater downstream through structural control measures and regional projects.

The Los Angeles Regional Water Quality Control Board (LARWQCB) has established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants that are often associated with street dirt, including the following:

- Metals: Copper, Lead, and Zinc
- Fecal Indicator Bacteria (FIB)
- Excessive Nutrients (fertilizers): Nitrogen and Phosphorus
- Toxic Pollutants: Chlorinated Pesticides and PCBs

The City and partner agencies have outlined a plan to address these impairments through Watershed Management Plans (WMPs), which strategize water quality projects in the City's major watershed management areas. Street sweeping is considered a minimum control measure (MCM) that is also included in these WMPs.

The study area is located within the following watershed management areas:

- Ballona Creek
- Santa Monica Bay Jurisdiction Groups 2 and 3
- Dominguez Channel

Water Supply Benefits

Not applicable.

Community Investment

Not applicable.

Nature Based Solutions

Not applicable.

Leveraging Funds and Community Support

The City is providing matching funds (from its SCWP municipal funds) in the amount of \$105,000 to cover a portion of the total study cost and will complete a portion of the Study prior to receiving SCWP funding. Please also note that the leveraged amount listed above only includes supplemental personnel hours provided via consultant support and that City labor costs (e.g., coordination and some sample collection) are not included in the total.

Quantitative Target and Corresponding Metrics

The Study presents a significant opportunity to analyze the City's methods for pollution removal via street sweeping, and determine if such methods are either satisfactory or needing a different approach to increase pollutant removal rates. **Table 2A** below shows the quantitative target and corresponding metrics that will be achieved through the Study to assess street sweeping effectiveness.

Table 2A. Quantitative Targets and Corresponding Metrics

TARGETS AND METRICS			
Metric Name	Quantitative Target	Value for Quantitative Target	Estimated Achievement Date
Sample Size Collection	# of Samples Taken	24	9/30/27
Street Sweeping Methods	# of Sweeping Approaches Tested	2	9/30/27
Land Use Characterization	# of Land Uses Characterized	4	9/30/27

A-3. Estimated Reasonable Total Activity Cost

Table 3A below outlines the estimated cost for the study tasks associated with this study. The City leveraged its own funds to complete the Work Plan Development for the Study, as well as Task 1 (Data Compilation) and Task 2.1 (Sweeper Effectiveness Testing-Controlled Environment). The cost of the remaining portions of the study (tasks 2.2 through 5) are divided among the two watershed areas, CSMB and SSMB, in proportion to the relative amount of regional funds generated within each watershed management area.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES			
Tasks	CSMB	SSMB	City Funds
Work Plan Development	--	--	\$15,000
Task 1: Compilation of Existing Data	--	--	\$15,000
Task 2.1: Sweeper Effectiveness Testing-Controlled Environment	--	--	\$70,000
Task 2.2: Sweeper Effectiveness Testing – Real Streets	\$71,200	\$46,400	--
Task 3: Street Dirt Characterization	\$83,126	\$54,172	--
Task 4: Reporting	\$16,554	\$10,788	--
Task 5: Project Management	\$2,670	\$1,740	\$5,000
Total Project Cost	\$173,550	\$113,100	\$105,000

A-4. Funded Activity Description and Scope of Work

The Study's primary objective is to collect information that will help identify and support potential enhancements to the City's Street Sweeping program that could provide greater pollutant removal and improve downstream water quality. The Study will be conducted in the CSMB and SSMB watershed areas (refer to **Figure 1**). This objective will be attained by answering the following three questions, with respect to pollutant removal and water quality:

1. How to Sweep? Data will be collected to evaluate the effectiveness of different street sweeper types under multiple street surface conditions and at multiple operating speeds. This information will support decisions about fleet management, procurement of new sweeping equipment, and selection of appropriate target operating speeds. To the extent available, low carbon emission sweepers (e.g., electric powered) will be considered.
2. Where to Sweep? Data will be collected to characterize street dirt and pollutant loading and concentrations at representative locations and understand how they vary in response to key factors (e.g., land use, traffic volume). These data will enable identification and prioritization of routes for greater pollutant removal.
3. When to Sweep? Data will be collected on pollutant accumulation rates to evaluate optimal sweeping frequencies, potential seasonal differences, and to potentially support operational changes based on time of year (e.g., sweeping more frequently immediately before storms).

The Street Sweeping Study will collect the data needed to identify potential opportunities to increase the pollutant removal and water quality benefit provided by street sweeping through the following tasks:

- **Task 1 – Compilation of Existing Data:** Data will be acquired from a variety of sources representing factors relevant to pollutant loading on street surfaces and the effectiveness of street sweeping at removing these pollutants. Compilation of these data will allow these factors to be considered and represented in the Study’s design (e.g., site selection).
- **Task 2 – Sweeper Effectiveness Testing:** The pollutant removal effectiveness of the City’s existing street sweepers and potential new street sweeping technologies utilizing different pickup technologies will be evaluated in two phases. To the extent available, low carbon emission sweepers (e.g., electric powered) will be considered. During Phase I, pickup efficiencies will be evaluated in a controlled environment with a variety of simulated street conditions and operational speeds. During Phase II, the most efficient street sweepers from Phase I will be tested on existing street sweeping routes to determine their pickup efficiencies on real city streets. The information collected as part of this task will be used to identify opportunities to increase pollutant removal and improve water quality through changes in sweeping equipment and how this equipment is operated (i.e., speed), and is intended to support the City in considering pollutant removal and water quality as part of future decisions about fleet management and equipment procurement.
- **Task 3 – Street Dirt Characterization:** Street dirt characterization will generate information on street dirt loading and pollutant concentrations across the City. This data will help identify and prioritize routes that will yield the greatest pollutant removal, inform decisions regarding sweeping frequency, and identify the time period during which street sweeping will have the greatest impact on stormwater runoff water quality. Street dirt samples will be collected on representative streets throughout the City and analyzed for key pollutants of concern. These samples will be used to characterize pollutant loads associated with traffic volume, land use, and other spatial factors. A smaller subset of selected streets will be sampled at different intervals following street sweeping and at different times of year to provide information on pollutant accumulation rates and potential seasonal impacts on street dirt and pollutant loads.
- **Task 4 – Reporting:** Draft and Final reports will be generated summarizing Study results. Data product(s) will be generated that can be used to identify and support modifications to the City’s street sweeping program that will provide greater pollutant removal and water quality benefit.
- **Task 5 – Project Management:** This task covers meetings and other communications to coordinate execution of the Study and provide internal updates on study results and progress. This task also covers coordination meetings to support effective study implementation and identification of potential street sweeping program enhancements.

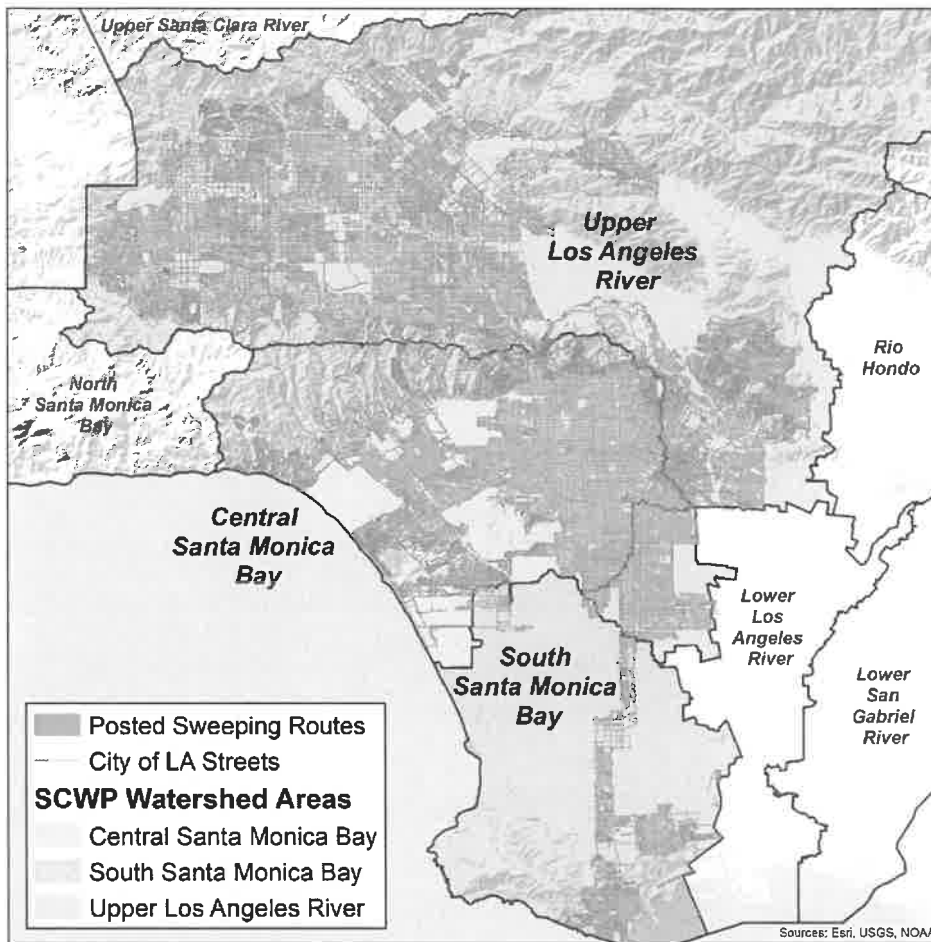


Figure 1. Location of the Street Sweeping Study. As mentioned previously the Upper Los Angeles River WASC did not fund the study in Round 5, so the current scope of work does not include that watershed area; it is shown for reference only.

Project Status and Funded Activities

The Study has already been initiated using the City's internal funds. A Work Plan has been developed, and the City of Los Angeles, Sanitation and Environment (LASAN) has already completed TASK 1 (Data compilation) and TASK 2.1 (Sweeper Effectiveness Testing-Controlled Environment). City funds have also been used for TASK 5 (Program Management), which is an ongoing task throughout the duration of the study. The remaining tasks (2.2 through 5) will be completed using Measure W regional funds.

A-5. Operations and Maintenance (O&M) Plan

Not applicable.

A-6. Post-Construction Monitoring

Not applicable.

A-7. Sustainability Rating

Not applicable.

A-8. Stakeholder and Community Outreach/Engagement Plan

Not applicable.

A-9. Tracking Infrastructure Program Project Benefits

Not applicable.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Street Sweeping Study is included in **Table 10A**, and is also based on SCWP Transfer Agreement execution and fund disbursements.

Street Sweeping Study
FY 24-25 Regional Program Scope of Work



Table 10A. Proposed Project Schedule for the Street Sweeping Study.

Phase	Description	Completion Date
1	Work Plan Development	Already Completed
1	Task 1: Compilation of Existing Data	Already Completed
1	Task 2.1: Sweeper Effectiveness Testing – Controlled Environment	Already Completed
2	Task 2.2: Sweeper Effectiveness Testing – Real Streets	FY 25/26
2	Task 3: Street Dirt Characterization	FY 26/27
2	Task 4: Reporting	FY 27/28
2	Task 5: Project Management	FY 27/28

Abbreviations and Acronyms

CSMB	Central Santa Monica Bay
FIB	Fecal Indicator Bacteria
FY	Fiscal Year
LARWQCB	Los Angeles Regional Water Quality Control Board
MCM	Minimum Control Measure
O&M	Operation and Maintenance
SCWP	Safe, Clean Water Program
SIP	Stormwater Investment Plan
SSMB	South Santa Monica Bay
TMDL	Total Maximum Daily Load
ULAR	Upper Los Angeles River
WASC	Watershed Area Steering Committee
WMP	Watershed Management Plan