REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 16, 2024

CAO File No. 0150-12025-0002
Council File No.
Council District: 7, 11, 14, 15

To: The City Council
The Mayor

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

Reference: Transmittal from the Board of Public Works dated January 17, 2024 regarding Regional Program Transfer Agreements with the Los Angeles County Flood Control District (BPW-2024-0031); referred by Mayor for report on January 17, 2024.

Subject: **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 ROUND FOUR 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 or designee, to execute the following transfer agreements, which have been previously 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 through completion of the projects:

    a. Transfer Agreement No. 2023RPULAR04 between the City of Los Angeles and the Los Angeles County Flood Control District for the Hollenbeck Park Lake Rehabilitation Project under the Measure W - Safe, Clean Water Regional Program;

    b. Transfer Agreement No. 2023RPULAR05 between the City of Los Angeles and the Los Angeles County Flood Control District for the Sylmar Channel Project under the Measure W - Safe, Clean Water Regional Program;

    c. Transfer Agreement No. 2023RPULAR03 between the City of Los Angeles and the Los Angeles County Flood Control District for the Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project under the Measure W - Safe, Clean Water Regional Program;

    d. Transfer Agreement No. 2023RPCSMB02 between the City of Los Angeles and the

Los Angeles County Flood Control District for the Imperial Highway Green Infrastructure Corridor Project under the Measure W - Safe, Clean Water Regional Program;

e. Transfer Agreement No. 2023RPSSMB03 between the City of Los Angeles and the Los Angeles County Flood Control District for the Wilmington-Anaheim Green Infrastructure Corridor Project under the Measure W - Safe, Clean Water Regional Program;

f. Transfer Agreement No. 2023RPSSMB02 between the City of Los Angeles and the Los Angeles County Flood Control District for the Machado Lake Ecosystem Rehabilitation Operation and Maintenance 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 and appropriate funds as follows:

Account	Account Name, Council District, and Watershed	Amount
TBD	Hollenbeck Park Lake Rehabilitation Project (CD 14) (ULAR)	$ 25,161,316
TBD	Sylmar Channel Project (CD 7) (ULAR)	5,005,515
TBD	Eagle Rock Boulevard Project (CD 11) (ULAR)	7,632,723
TBD	Imperial Highway Green Infrastructure Corridor Project (CD 15) (CSMB)	5,232,000
TBD	Wilmington-Anaheim Green Infrastructure Corridor Project (CD 15) (SSMB)	10,274,500
TBD	Machado Lake Ecosystem Rehabilitation O&M (CD 14) (SSMB)	3,199,371
	TOTAL	$ 56,505,425

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

SUMMARY

The Los Angeles County Flood Control District (LACFCD) issued its fourth round Measure W – Safe, Clean Water Program Regional Call for Projects in 2022. The Bureau of Sanitation (BOS), in collaboration with the Bureau of Street Services (BSS), developed the project proposals that were submitted to the County in July 2022. The Measure W Administrative Oversight Committee (AOC) approved these projects on May 26, 2022 followed by Mayor and Council approval on June 28, 2022 (C.F. 18-0384-S2). Of the projects submitted for funding, five projects from BOS and one project from BSS were ultimately approved by LACFCD.

The 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 transfer agreements. The Transfer Agreements were approved by the Board of Public Works on January 17, 2024.

Our report recommends approval of the Regional Transfer Agreements between BOS on behalf of the City and the LACFCD for Round 4 of the County's Call for Projects and future Addenda necessary for completion of the projects (Attachment 1). The BOS Board report approved by the Board of Public Works is included and provides additional details on the individual projects.

BACKGROUND

On January 17, 2024, the Board of Publics approved a report requesting approval of six agreements related to the Measure W, Safe Clean Water Program. In early 2022, the Los Angeles County Flood Control District (LACFCD) issued its annual or Fourth Measure W – Safe, Clean Water Program Regional Call for Projects. In response, and on behalf of the City, Bureau of Sanitation (BOS) in collaboration with Bureau of Street Services (BSS), developed project proposals that were eventually submitted to the County in July 2022. The projects were submitted after careful consideration and recommendation for approval by the City's Measure W Administrative Oversight Committee (AOC) on May 26, 2022 followed by Mayor and Council approval on June 28, 2022. Los Angeles County requires the execution of Transfer Agreements to disburse both Municipal and Regional Measure W funds to recipients. As the City's lead agency, BOS 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 in August 2023 (Attachment 2). Subsequent disbursements will be subject to inclusion in the approved annual SIP and the execution of an Addendum to the Transfer Agreement. Five infrastructure projects and one operations and maintenance request totaling $56.5 million were submitted by BOS and approved for inclusion in the SIP across three watersheds, Central Santa Monica Bay (CSMB), South Santa Monica Bay (SSMB), and Upper Los Angeles River (ULAR). The total disbursement for Fiscal Year 2023-24 is $3.3 million.

Transfer Agreements

Recipients are required to comply with Sections 16 and 18 of the Los Angeles County Flood Control District Code and the terms and conditions of the Transfer Agreement in order to receive regional funds. This includes the completion of a very detailed Scope of Work due 45 days after the County's adoption of the SIP that includes 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 - Transfer Agreements will have a term of one year from execution and cover the annual disbursement of costs based on the application. The parties will need to execute Addenda for each subsequent year that the project receives an annual disbursement, subject to the recipient's compliance with all program requirements.

Regional Program Projects – Round 4

The table below identifies the City projects that were approved and included in the adopted County SIP. Note that the disbursement for 2023-24 differs slightly from the table in the Board report on page five, as the Board report incorrectly shows the 2024-25 disbursement for Hollenbeck Park which is not eligible for disbursements. The total amount to be disbursed to the City for FY 2023-24 is $3.33 million. Combined with future anticipated disbursements of $53,174,115, the City anticipates a total of $56,505,425 for the projects listed. Recipients will have to apply for each subsequent year of funding needed for project completion. This report recommends execution of the Transfer Agreements and delegation of authority for all projects listed to the Director of BOS to negotiate and execute future Addenda that are materially consistent with the Transfer Agreements and necessary for completion of the projects.

Table 1: MEASURE W– REGIONAL PROGRAM TRANSFER AGREEMENTS – ROUND 4

Project	Council District	Total Measure W Award	FY 2023-24 Disbursement	Anticipated Future Disbursement
Hollenbeck Park Lake Rehabilitation Project	14	$ 25,161,316	$ 482,582	$ 24,678,734
Sylmar Channel Project	7	5,005,515	790,584	4,214,931
Imperial Highway Green Infrastructure Corridor Project	11	5,232,000	173,000	5,059,000
Wilmington-Anaheim Green Infrastructure Corridor Project	15	10,274,500	513,200	9,761,300
Machado Lake Ecosystem Rehabilitation O&M	15	3,199,371	282,706	2,916,665
Bureau of Sanitation Sub-Total:		**$ 48,872,702**	**$ 2,242,072**	**$ 46,630,630**
Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project	14	$ 7,632,723	$ 1,089,238	$ 6,543,485
Bureau of Street Services Sub-Total:		**$ 7,632,723**	**$ 1,089,238**	**$ 6,543,485**
Total		**$ 56,505,425**	**$ 3,331,310**	**$ 53,174,115**

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 administered by the County of Los Angeles. The City expects to receive $3.3 million in the Measure W – Safe, Clean Water – Regional Projects Special Fund representing the first year of project costs in Fiscal Year 2023-24. The total anticipated disbursement including Fiscal Year 2023-24 is $56.5 million.

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.

MWS:PJH:JVW:JPQ/amm:10240161

Attachment 1 - Transfer Agreements and Addenda – Safe, Clean Water Regional Program – Round 4 {FY 2023-24) – Los Angeles County Flood District - Board Report dated January 17, 2024

Attachment 2 - March 29, 2023 Safe, Clean Water Program Stormwater Investment Plan LACFCD (Central Santa Monica Bay, South Santa Monica Bay, and Upper Los Angeles River Watersheds) approved August 29, 2023

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January 17, 2024

BPW-2023-0031

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

TRANSFER AGREEMENTS AND ADDENDA – SAFE CLEAN WATER REGIONAL ROUND 4 (FY 2023-24) – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

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:

1. AUTHORIZE the President of the Board of Public Works or two members of the Board, and the Director of Bureau of Sanitation, to enter into six separate Regional Transfer Agreements (Regional TAs), between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Safe, Clean Water (SCW) Regional Program Funds for the Hollenbeck Park Lake Rehabilitation Project, Sylmar Channel Project, Wilmington-Anaheim Green Infrastructure Corridor Project, Bureau of Street Services' Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project, and Imperial Highway Green Infrastructure Corridor Project, Machado Lake Ecosystem Rehabilitation Operation and Maintenance, collectively referred to as SCW Round 4 (FY 2023-24) Regional Projects;

2. AUTHORIZE the Director of Bureau of Sanitation, to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional TAs, and substantially in the form included as an exhibit to the Regional TAs;

3. AUTHORIZE the Director of Bureau of Sanitation, to accept future SCW Program funds, conduct negotiations, provide information, and submit all documents, including, but not limited to project reports, updated Scope of Work documents, agreements, and amendments, subject to the approval of the City Attorney as to form, that are necessary to secure funding with respect to the implementation of the implementation of the SCW Round 4 Regional Projects; and

Recyclable and made from recycled waste.

4. RECOMMEND use of electronic signature to execute the Regional TAs and future Addenda in lieu of wet signatures. And upon such execution by the Board, request the City Clerk to attest and certify the electronic copies of the Regional TAs and Addenda.

Sincerely,

for DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc

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

JAN 17 2024

AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 17, 2024

CD: 7, 11, 14, 15

AUTHORITY TO EXECUTE THE SAFE CLEAN WATER (SCW) REGIONAL ROUND 4 (FY 2023-24) TRANSFER AGREEMENTS AND ADDENDA BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE HOLLENBECK PARK LAKE REHABILITATION PROJECT (CD 14), SYLMAR CHANNEL PROJECT (CD 7), STREETSLA'S EAGLE ROCK BOULEVARD: A MULTI-MODAL STORMWATER CAPTURE PROJECT (CD 14), IMPERIAL HIGHWAY GREEN INFRASTRUCTURE CORRIDOR PROJECT (CD 11), WILMINGTON-ANAHEIM GREEN INFRASTRUCTURE CORRIDOR PROJECT (CD 15), AND THE MACHADO LAKE ECOSYSTEM REHABILITATION OPERATION AND MAINTENANCE (CD 15).

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director of LA Sanitation and Environment (LASAN), to enter into six (6) separate Regional Transfer Agreements (Regional TAs), between the City of Los Angeles (City) and the Los Angeles County Flood Control District (District) for the transfer of Safe, Clean Water (SCW) Regional Program Funds for the Hollenbeck Park Lake Rehabilitation Project, Sylmar Channel Project, Wilmington-Anaheim Green Infrastructure Corridor Project, StreetsLA's Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project, and Imperial Highway Green Infrastructure Corridor Project, Machado Lake Ecosystem Rehabilitation Operation and Maintenance, collectively referred to as SCW Round 4 (FY 2023-24) Regional Projects.

2. Authorize the Director of LASAN, to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional TAs, and substantially in the form included as an Exhibit to the Regional TAs.

3. Authorize the Director of LASAN, to accept future SCW Program funds, conduct negotiations, provide information, and submit all documents, including, but not limited to project reports, updated Scope of Work (SOW) documents, agreements, and amendments, subject to the approval of the City Attorney as to form, that are necessary to secure funding with respect to the implementation of the SCW Round 4 Regional Projects.

4. Recommend use of electronic signature to execute the Regional TAs and future Addenda in lieu of wet signatures. And upon such execution by the Board, request the City Clerk to attest and certify the electronic copies of the Regional TAs and Addenda.

TRANSMITTALS

1. Hollenbeck Park Lake Rehabilitation Project – Regional TA between LASAN and the District
2. Sylmar Channel Project – Regional TA between LASAN and the District
3. StreetsLA's Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project – Regional TA between LASAN and the District
4. Imperial Highway Green Infrastructure Corridor Project – Regional TA between LASAN and the District
5. Wilmington-Anaheim Green Infrastructure Corridor Project – Regional TA between LASAN and the District
6. Machado Lake Ecosystem Rehabilitation Operation and Maintenance – Regional TA between LASAN and the District
7. Hollenbeck Park Lake Rehabilitation Project – Scope of Work (SOW)
8. Sylmar Channel Project – Scope of Work (SOW)
9. StreetsLA's Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project – Scope of Work (SOW)
10. Wilmington-Anaheim Green Infrastructure Corridor Project – Scope of Work (SOW)
11. Imperial Highway Green Infrastructure Corridor Project – Scope of Work (SOW)
12. Machado Lake Ecosystem Rehabilitation Operation and Maintenance Project – Scope of Work (SOW)

DISCUSSION

The District has allocated $56,505,425 in project funding for LASAN and StreetsLA's SCW Round 4 (FY 2023-24) Regional Projects. The approvals requested in this report will enable LASAN to execute and enter into the SCW Round 4 Regional TAs with the District and receive the allocated funds from the District. Each Regional TA establishes the requirements and conditions to receive the distribution of SCW Regional Program funds for these Round 4 Projects. Upon approval of these agreements, LASAN will execute each Regional TA and send them to the District for final approval and full execution. The District will return the fully executed TAs to the City within 45 days' receipt.

Background
In November 2018, Los Angeles County residents approved Measure W, which authorized a parcel tax for stormwater and created the SCW Program. The SCW Program includes both Regional and Municipal Programs. Under the District administration, the first annual SCW parcel tax was collected for FY 2019-20. Under the Regional Program, 50% of the revenues generated annually are allocated to LA County's nine (9) watershed areas and are awarded on a competitive basis. The City participates in three (3) of the nine SCW watershed areas: Central Santa Monica Bay (CSMB), South Santa Monica Bay (SSMB), and the Upper LA River (ULAR).

Before July 31, 2022, and as part of the competitive process, the City submitted the Feasibility Studies for funding consideration for the six Round 4 Projects to compete for Round 4 of the SCW Regional Infrastructure Program. The District ultimately included the six SCW Round 4 Projects in the five (5)-year Stormwater Investment Plan for the CSMB, SSMB, and ULAR, and approved for $56,505,425 in funding for five (5) years. Table 1 below summarizes some key information about the six Round 4 Projects:

Table 1 – SCW Round 4 Project Information

Project (CD)	SCW Area	Project Cost	Total SCW Funding	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Hollenbeck Lake Rehabilitation Project (CD 14)	**ULAR**	**$44.6 M**	**$25.2 M**	**$1.7 M**	**$1.7 M**	**$9.3 M**	**$12.1 M**	**$ -**
Sylmar Channel Project (CD 7)	**ULAR**	**$9.8 M**	**$5.0 M**	**$0.8 M**	**$0.7 M**	**$1.7 M**	**$1.9 M**	**$ -**
StreetsLA's Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project (CD 14)	**ULAR**	**$15.5 M**	**$7.6 M**	**$1.1 M**	**$0.2 M**	**$3.2 M**	**$3.2 M**	**$ -**
Imperial Highway Green Infrastructure Project (CD 11)	**CSMB**	**$11.7 M**	**$5.2 M**	**$0.2 M**	**$0.2 M**	**$0.3 M**	**$4.5 M**	**$ -**
Wilmington-Anaheim Green Infrastructure Corridor Project (CD 15)	**SSMB**	**$11.8 M**	**$10.3 M**	**$0.5 M**	**$1.4 M**	**$2.0 M**	**$5.8 M**	**$0.6 M**
Machado Lake Ecosystem Rehabilitation Operation and Maintenance* (CD 15)	**SSMB**	**$91.2 M**	**$3.2 M**	**$0.2 M**	**$0.8 M**	**$0.7 M**	**$0.6 M**	**$ -**

*This is O&M Funding Request

On August 8, 2023, the LA County Board of Supervisors approved the six SCW Round 4 for SCW funding for FY 2023-24, and programmed funding for the amounts listed in Table 1.

Hollenbeck Lake Rehabilitation Project (CD 14)
This Project aims to improve water quality, increase local water supply, improve flood mitigation, target environmental restoration, and enhance park safety and community access to the lake. The Project captures 100% of dry weather flows and provides partial wet weather capture through the use of various best management practices including drywells, hydrodynamic separators, constructed wetlands, and additional runoff storage for use during storm events. The Project will capture, infiltrate, and beneficially utilize approximately 340.9 acre-feet per year (AFY) of runoff to benefit the Central Basin aquifer, including an offset of 43.4 AFY of existing potable water utilized at the lake to maintain water levels. Approximately 50 new trees, vegetation, and bioswales will also provide water quality benefits to on site runoff at the lake area. The Project will also provide education opportunities for members of the community to learn about stormwater and water resources. Benefits from the addition of approximately 50 trees and greening will include increased shade, improved air quality, and a reduction in the heat island effect. The Project will also provide water quality benefits by reducing pollutants in local runoff at the park and in runoff from the Project watershed, which is also largely in a disadvantaged community.

Sylmar Channel Project (CD 7)
The Project will capture, infiltrate, and utilize approximately 206.2 AFY of stormwater (75.0 AFY of wet weather flows and a potential 131.2 AFY of dry weather flows) to benefit the Sylmar Groundwater Basin near the Project area through the use of an improved channel with enhanced infiltration and green street network components. The channel will be improved through clearing and revegetation. There will also be modifications to existing grade control structures to reduce erosion. Furthermore, the Project will remove over 80% of the primary and secondary pollutants (zinc and trash, respectively) from surface runoff through the use of 25 dry wells and 9000 square feet of inline bioretention improvements. Proposed green street elements within the watershed, which include added vegetation, drywells, and bioswales, will improve air and water quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The addition of about 45 trees in the area will provide shade, reduce heat island effect, sequester carbon dioxide, and cool the area for pedestrians and people engaged in active recreation. Approximately 700 square feet of bioswales and vegetation will replace impervious surfaces in the neighborhood, therefore increasing greenery.

Machado Lake Ecosystem Rehabilitation Operation and Maintenance (CD 15)
Machado Lake is on the 303(d) list of impaired water bodies for algae, ammonia, Chem A (fish tissue), chlordane, DDT, dieldrin, eutrophic, odor, PCBs, and trash. The design goal is to improve the listed water quality which would otherwise wash through Machado Lake to LA Harbor and San Pedro Bay. Operation and maintenance (O&M) of the Project is necessary for the water quality benefits achieved by the original capital project to be sustained, reducing exposure to water-borne pollutants and protecting the public health of the community. To provide water supply benefits, dry-weather flows are captured, pre-treated and diverted to the lake to augment lake levels during intervals of high evaporative loss. This maintains the proper lake level, protects the aquatic ecosystem, and sustains wetland plants to offset potable irrigation needs, resulting in 235.2 AFY capture for water supply. The O&M of this Project will also help to maintain the initial flood management improvements, providing flood conveyance during storm events and reduce local flood risks to the local vicinity. Installation of new wetlands, greened open spaces, improved water quality, and other enhancements of the park will serve the disadvantaged community by providing safer, more accessible opportunities to the lake.

Wilmington-Anaheim Green Infrastructure Corridor Project (CD 15)
The Wilmington-Anaheim Green Infrastructure Corridor Project is a wet weather project designed to capture and infiltrate stormwater runoff from a 173-acre drainage area within the Wilmington area of the City of Los Angeles. The neighborhood is subject to flooding, as the existing brick and reinforced concrete pipe facilities are deteriorated and offer insufficient capacity to collect surface runoff. Anaheim Street and N Fries Avenue is an intersection along a major commuter route through the central business district of Wilmington. This Project will reduce surface water ponding, with its inherent problems, from the Central Wilmington Business District. The Project is also designed in conjunction with the Wilmington Neighborhood Greening Project, utilizing the 10.2 AF underground storage tank to accommodate an additional 6 acre-feet (AF) of water supply capture. Excess stormwater that cannot be stored for irrigation will be diverted to the sanitary sewer for recycling at the Terminal Island Water Reclamation Plant's Advanced Water Purification Facility. To meet the goal of improving water quality, this Project will implement BMPs at multiple collection points and areas along the Project site effectively targeting areas with high concentrations of trash and heavy metals. By reducing wet and dry weather discharges of water with metals, bacteria, debris, and trash to the Los Angeles/Long Beach Harbor, the Project will help the City of Los Angeles create a pathway to compliance with regulatory requirements. Reduced flooding will improve the mobility of pedestrians and traffic accidents during storm events and the addition of green spaces to residential streets and alleys creates inviting opportunities for community members to better utilize public space.

StreetsLA's Eagle Rock Boulevard: A Multi-modal Stormwater Capture Project (CD 14)
Eagle Rock Boulevard is located in and operated by the City. Through the 710 North Mobility Improvement Projects (710MIP), the corridor will be improved to include protected bike lanes, street amenities, and widened medians. Under the project site, a 90" City reinforced concrete arch extends along Avenue 45, turns south on Eagle Rock Boulevard, and diverges at Eagle Rock Boulevard and Alumni Avenue. Along the proposed median, the project will install 0.6 acres of surface biofiltration and a 1.0 ac-ft underground storage reservoir for dry-weather capture. These facilities will provide stormwater treatment for a drainage area totaling 2,220 acres, located mostly within the City The primary treatment best management practice (BMP) is filtration. Green street elements and nature-based solutions are proposed along the street.

Imperial Highway Green Infrastructure Project (CD 11)
The Project is a multi-benefit stormwater improvement Project that will capture and treat stormwater runoff from a 19.7-acre drainage area in the Santa Monica Bay Watershed. The Project captures surface flows from 9.2-acres in the City of Los Angeles and 10.5 acres from the City of El Segundo. The Project area is located along Imperial Highway from California Street to Vista del Mar, and the primary objective of the Project is to minimize 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 is projected to infiltrate 4.93 acre-feet of treated wet weather and 9.67 acre-feet of treated dry weather runoff to a perched aquifer through the construction of drywells, street trees, and bioswales. The drywells will capture the 100 percent of the 85th percentile storm event and will have an overflow connection to an existing catch basin for higher storms. This will help alleviate slow traffic and reduce the possibility of an accident during and after storm events. Reduced flooding will also improve the mobility of pedestrians and bicyclists along Imperial Highway during and after storm events. While the Project site is not located within a disadvantaged community, it will provide access to abundant recreational

activities leading up to and along Dockweiler State Beach. This portion of the Imperial Highway provides commuter access to the main entrance to Dockweiler State Beach, located at the western terminus of the Project site. The Project will enhance water quality and also provide safe pedestrian and bicycle access to the beach for all the surrounding communities. Additionally, the Project seeks to create bicycle and pedestrian safe routes to Los Angeles International Airport (LAX) facilities located in the north area of the Project site.

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, 3, 4, 5, and 6 (which each include Exhibit 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 and StreetsLA to prepare the Scope of Work for each of the six SCW Round 4 Projects. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Sec. 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreements.

The Agreements further provide that if the projects are included in a duly approved Stormwater Investment Plan for a subsequent FY, then the parties shall enter into addenda (substantially in the form included as Exhibit D of Agreement) 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 Agreements.

APPROVAL AS TO FORM

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

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The SCW Round 4 (FY 2023-24) Regional Projects were approved for development by PRD on September 27, 2021. The funding applications were approved by the City Council on June 24, 2022.

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 Special Fund, Department No.50 with the following Departmental Revenue Source Codes: 318414 Hollenback Lake Rehab, 318415 Sylmar Channel Project, 318416 StreetsLA Eagle Rock Blvd, 318417 Imperial Highway Green, 318418 Wilmington Anaheim Green, and 318419 Machado Lake Ecosystem.

Respectfully submitted,

Barbara Romero

BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Sarai Bhaga
Sarai Bhaga (Dec 21, 2023 21:20 PST)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date:_____

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

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, LA Sanitation and Environment
AGREEMENT NO. 2023RPULAR04
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* 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 for Hollenbeck Park Lake Rehabilitation 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:	Haris Harouny	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2620	Phone:	N/A
Email:	hharouny@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 23-24 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 23-24 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.

Upper Los Angeles River

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

Hollenbeck Park Lake Rehabilitation 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: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, LA Sanitation and Environment
AGREEMENT NO. 2023RPULAR05
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* 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 for Sylmar Channel 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:	Haris Harouny	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2620	Phone:	N/A
Email:	hharouny@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 23-24 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 23-24 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.

Upper Los Angeles River

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

Sylmar Channel 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: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, StreetsLA
AGREEMENT NO. 2023RPULAR03
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Department of Public Works, StreetsLA for Eagle Rock Boulevard: A Multi-Modal Stormwater Capture 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:	Haris Harouny	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2620	Phone:	N/A
Email:	hharouny@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 23-24 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 23-24 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.

Upper Los Angeles River

City of Los Angeles, Department of Public Works, StreetsLA

Eagle Rock Boulevard: A Multi-Modal Stormwater Capture 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: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

TRANSMITTAL NO. 4

Regional Program
Agreement No.2023RPCSMB02

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, LA Sanitation and Environment
AGREEMENT NO. 2023RPCSMB02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* 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 for Imperial Highway Green Infrastructure 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:	Haris Harouny	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2620	Phone:	N/A
Email:	hharouny@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 23-24 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 23-24 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

Imperial Highway Green Infrastructure 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: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

TRANSMITTAL NO. 5

Regional Program
Agreement No.2023RPSSMB03

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, LA Sanitation and Environment
AGREEMENT NO. 2023RPSSMB03
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* 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 for Wilmington-Anaheim Green Infrastructure Corridor 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:	Melanie Hu	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2380	Phone:	N/A
Email:	MeHu@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 23-24 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 23-24 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, Department of Public Works, LA Sanitation and Environment

Wilmington-Anaheim Green Infrastructure Corridor 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: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

TRANSMTITAL NO. 6

Regional Program
Agreement No.2023RPSSMB02

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Los Angeles, Department of Public Works, LA Sanitation and Environment
AGREEMENT NO. 2023RPSSMB02
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of _____ *(LACFCD Use Only)* 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 for Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance, 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:	Melanie Hu	Name:	N/A
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	N/A
Phone:	(626) 300-2380	Phone:	N/A
Email:	MeHu@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 23-24 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 23-24 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, Department of Public Works, LA Sanitation and Environment

Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance

By: _____

Name:

Title:

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

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 (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) 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		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

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 (5^{th}) 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
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly 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. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

   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-date information on the actual and budgeted use of the SCW Program Contribution.

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.

3. 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	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	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	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	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

NO CEQA DOCUMENT PROVIDED

City of Los Angeles - Safe Clean Water Program
Hollenbeck Park Lake Rehabilitation Project
Regional Program - Scope of Work
FY 2023-24

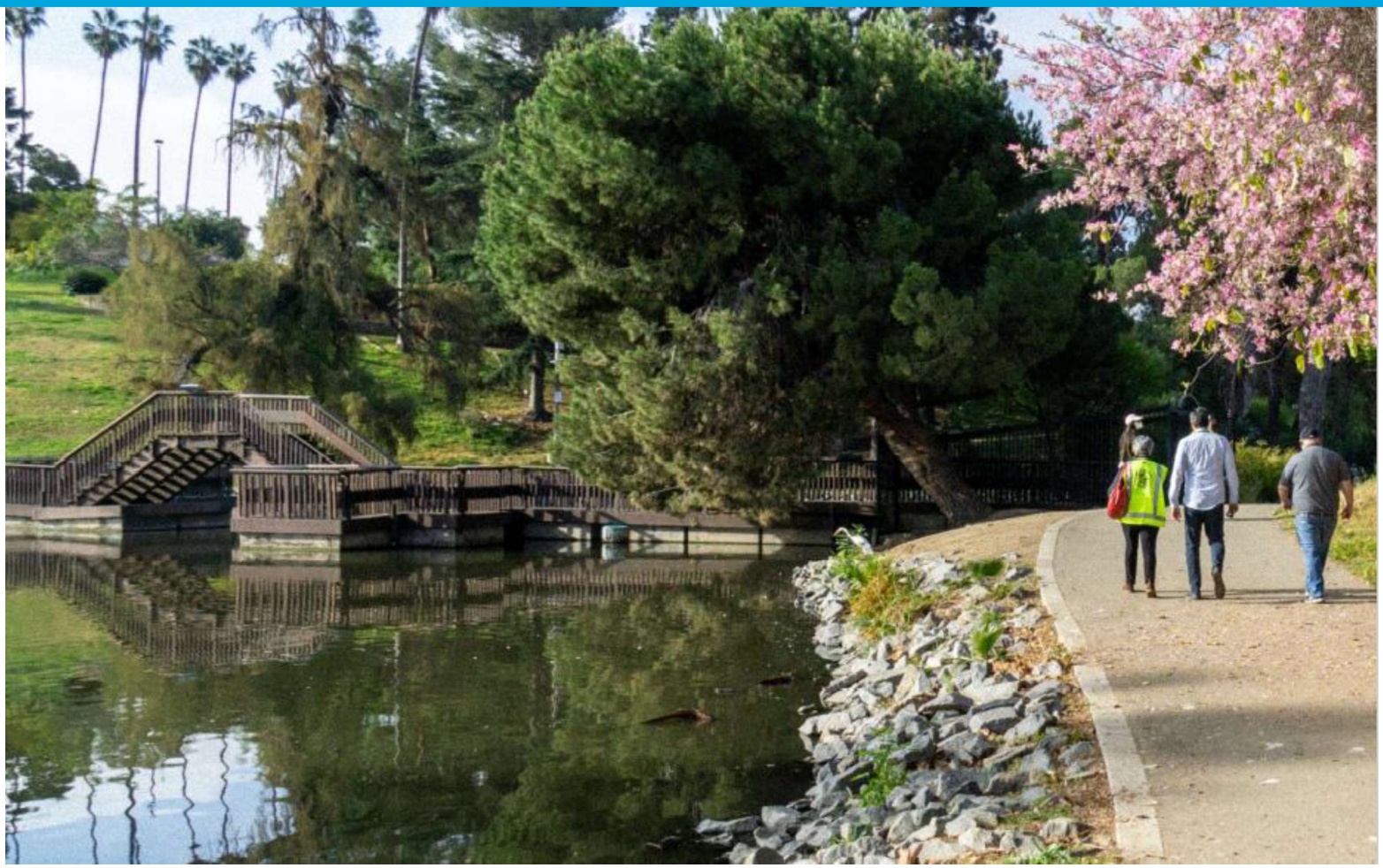


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A-1. Budget Plan

For Fiscal Year 2023-2024 (FY 2023-24), the ULAR Watershed Area Steering Committee (WASC) voted to include the Hollenbeck Park Lake Rehabilitation 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 Hollenbeck Park Lake Rehabilitation Project is scheduled to be completed by FY 2029-30. The amount of SCW Program contribution that was approved by the ULAR WASC in the SIP on February 28, 2023 is shown below (Table 1A).

Table 1A. The SCW Program contribution for Hollenbeck Park Lake Rehabilitation Project

Fund Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
SCWP Regional Program Award	$482,582	$1,658,979	$1,687,479	$9,247,548	$12,084,728	$25,161,316

The construction cost for this Project is estimated to be $29,645,096. 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.

The 5-year Budget Plan for SCWP contribution for the Hollenbeck Park Lake Rehabilitation Project is shown in Table 1B.

Table 1B. Budget Plan

Development Phase	SCW Funding per Fiscal Year					
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
Planning	$347,921	-	-	-	-	$347,921
Design	-	$1,587,000	$1,587,000	-	-	$3,174,000
Construction	-	-	-	$9,247,548	$11,247,548	$20,495,096
O&M	-	-	-	-	$496,451	$496,451
Monitoring	$134,661	$71,979	$100,479		$340,729	$647,848
TOTAL	**$482,582**	**$1,658,979**	**$1,687,479**	**$9,247,548**	**$12,084,728**	**$25,161,316**

A-2. Consistent with SCW Program Goals

The Hollenbeck Park Lake Rehabilitation Project is a proposed project led by the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) in partnership with the City of Los Angeles Recreation and Parks Department (RAP) to implement a regional multi-benefit stormwater project in Hollenbeck Park and the adjacent neighborhood. The goal is to improve water quality in the Boyle Heights neighborhood, Hollenbeck Park Lake (Lake), and the Upper Los Angeles River Watershed (ULAR).

This project proposes multi-benefit components consisting of stormwater diversions, capture and treatment structures, and green street network components, the project will enhance the community. Proposed green street elements within the watershed will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The addition of about 50 trees in the park and the surrounding area will provide shade, reduce heat island effect, and cool the area for pedestrians and people engaged in active recreation. Any stormwater capture structures such as drywells or subsurface storage units will be mostly unseen from the surface (aside from a few covered access holes). These structures will reduce flooding, especially during significant storm events. Constructed wetlands and recirculation will provide water quality and community benefits. Overall, these improvements will be a newer, fresher, and greener revitalization to this neighborhood, all without displacing any residents or businesses.

Water Quality Benefits - Wet Weather

The project is located within ULAR, which as a subsection of the Los Angeles River Watershed, 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. Hollenbeck Park Lake itself has poor water circulation, which is expected to be contributing to reduced oxygen levels for fish, odors, and other issues. This Project is meant to address these urgent water quality needs.

To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific TMDLs for numerous pollutants, including the following: LA River Nitrogen Compounds and Related Effects, Legg Lake Trash TMDL, LA River Trash, LA River Metals TMDL, LA River Bacteria TMDL, Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL, Los Angeles Area Lake TMDLs for Lake Calabasas, Echo Park Lake, and Legg Lake. The City and partner agencies have outlined a plan to address these impairments through the Enhanced Watershed Management Plan (EWMP), which strategizes and lists water quality projects.

The Project will achieve water quality goals by capturing, infiltrating, and beneficially using approximately 347.7 acre-feet per year (AFY) of stormwater (122.2 AFY of wet weather flows and a potential 225.5 AFY of dry weather flows). Water from the City and Los Angeles County (County) Storm drains flow into hydrodynamic separators, pre-treating runoff and improving water quality prior to sending flows to a storage element. This storage element could be designed as a subsurface storage multi-benefit water quality unit. Along with other benefits, such as infiltration within the unit, some flows would be directed to a pump station, which would then be pumped to the Lake and its constructed wetlands. Additional dry weather runoff and stormwater runoff entering the Lake from the Caltrans storm drain and the park's surface runoff will be diverted to lake perimeter bioswales prior to the constructed wetlands, intercepting external pollutant loading. Flows directed to the constructed wetlands will be treated using natural processes, effectively filtering out large percentages of pollutants, including suspended solids and trace metals. A Lake recirculation system and in-lake mechanical treatment will increase dissolved oxygen, improving water quality by mitigating algae growth, reducing unpleasant odors, and lowering the number of fish deaths. A series of green street elements, including 18 drywells, will capture and infiltrate stormwater, further improving water quality conditions for this watershed.

When developing the project scope, nature based solutions were included since they can help in many areas of concern, including:

- Bioswales: Project bioswales will be designed to follow the natural process of slowly filtering runoff flowing to the Lake. Vegetation selected for the bioswales will absorb some of the nutrients in the water, reducing nutrient loading to the Lake.
- Constructed Wetlands: Follows similar processes to natural wetlands. Pollutant reduction in the constructed wetlands is primarily achieved through gravel media bed treatment (Stage 1) and first order nutrient decay and sedimentation that occurs during stormwater storage/retention time (Stage 2). Pollutant reduction is also achieved through nutrient uptake from plant roots.
- Subsurface Storage Multi-benefit Water Quality Unit: Designed to follow natural processes of filtration SCW Feasibility Study Report Page 19 of 56 and infiltration, this unit could filter runoff and infiltrate to the groundwater aquifer or pump to the Lake and flow through the recirculation system.
- Drywells: Will use the natural process of infiltration to convey water to the aquifer and the soil will provide a filter process as the water travels. The constructed wetlands, bioswales, vegetated medians, and parkway vegetated areas will all be planted primarily with California-native plants and some California-friendly vegetation. The bioswales will be constructed using natural materials that include California-native and California-friendly vegetation as well. The 50 trees planted for this project will be primarily California-native species.

The Los Angeles County Municipal Separate Storm Sewer System (MS4) permit outlines the process for developing watershed management programs to achieve compliance such as the ULAR EWMP. The project area is identified as Subwatershed No. 638449 in its recipe for compliance (see Figure 3), which will help the watershed address water quality and meet its compliance targets. The proposed project will improve water quality in Hollenbeck Park Lake and within the ULAR watershed, which is subject to multiple TMDLs as identified in the ULAR EWMP as follows:

- Trash
- Nutrients (Ammonia, Nitrate-N, Nitrite-N, Nitrate as N+ Nitrite as N)
- Metals (Copper, Zinc, Cadmium)
- Bacteria

Though the project provides wet weather benefits to the Boyle Heights community and Upper Los Angeles River Watershed, project capacity is not adequate enough to achieve SCW goals for design storm capture and 80% primary pollutant removal as a long-term water quality benefit. Despite this, the project provides ample capacity for full dry weather capture for the 695.6 acre drainage area to offset existing potable water needed to maintain lake level. The project received 40 points for the SCW water quality benefits criterion.

Water Supply Benefits

The project includes two main components: improvements within Hollenbeck Park focused in and around the Lake and green street elements for the Boyle Heights neighborhood. The Selected Concept accomplishes the following required storage/infiltration; 5 acre-feet (ac-ft) of storage within the park and 4.64 ac-ft of infiltration and groundwater recharge through the use of 18 drywells.

The Project consists of diverting dry weather runoff and portions of wet weather stormwater from the City and Los Angeles County (County) Storm drains into upstream drywells, with bypass diverted into hydrodynamic separators, which will then send flows to a storage element. This storage element could be designed as a subsurface storage multi-benefit water quality unit. Along with other benefits, such as infiltration within the unit, some flows would be directed to a pump station, which would then be pumped to the Lake and its constructed wetlands. Additional dry weather runoff and stormwater runoff entering the Lake from the Caltrans storm drain and the park's surface runoff will be diverted to lake perimeter bioswales prior to the constructed wetlands. Flows directed to the constructed wetlands will be treated using natural processes. The constructed wetlands and the use of the recirculation system and in-lake mechanical treatment will help the Lake maintain "Sustainable Lake Criteria" status, improving water quality and water supply.
Additionally, the project will offset 43.3 AFY of potable water delivered to the lake designed to maintain lake level. This is the average annual delivery to the lake between 2014 and 2020, reported in "Hollenbeck Park Lake Water Balance and Pollutant Loading Analysis" developed by

the City in 2022. The 18 drywells will capture stormwater runoff and infiltrate supplies to the groundwater basin. Full capture of dry weather flow from the 695.6 acre drainage area accounts for 225.5 AFY. This capture removes the existing need of 43.3 ac-ft of potable water demand per year, which is the average annual volume delivered to the lake between 2014-2020, reported in "Hollenbeck Park Lake Water Balance and Pollutant Loading Analysis" developed by the City in 2022.

Table A2 shows the wet weather water supply benefit magnitude from each treatment element, achieved through infiltration to groundwater, totaling to 122.2 AF for the entire project. Dry weather benefit (225.5 AFY) assumes full capture of 0.000677 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. This rate, scaled to the 695.6 acre drainage area, results in an average dry weather flow rate of 0.47 cfs. A constant rate of 0.47 cfs results in 0.93 ac-ft per day of dry weather flow. At 9.64 ac-ft 24-hour storage volume, the project has more than enough capacity to fully capture dry weather flow and offer some additional wet weather benefits.

Table 2A Weather Water Supply Benefits

Water Supply Benefits			
Treatment Element	Treatment Type	Wet Weather Benefit Magnitude (ac-ft)	Dry Weather Benefit Magnitude (ac-ft)
Drywells	Infiltration	88.9	164.1
Subsurface Storage Unit	Infiltration	19.3	35.6
Wetland Area	Infiltration	14.0	25.8
Total	-	**122.2**	**225.5**

The 18 drywells upstream of the lake have a capacity of 1.8 cfs, resulting in full capture of dry weather flow. The project will strategically place drywells so that at least 43.3 ac-ft is diverted to the lake to offset the potable water demand. This results in an ability to infiltrate 225.5 ac-ft of dry weather flow per year. Dry weather capture in the lake offsets the 43.3 AFYof potable water delivered to the lake, the average annual volume delivered to the lake between 2014-2020.

Community Investment

The Project is located in the Boyle Heights neighborhood, an area designated as a disadvantaged community (DAC) by the Safe, Clean Water Program (SCWP) Geographic Information Systems (GIS) Tool. A DAC is a census block group with an annual median household income less than 80 percent of the state's annual median household income. The project will provide education opportunities for members of the community to learn about stormwater and water resources.

Benefits from the addition of approximately 50 trees and greening will include increased shade, improved air quality, and a reduction in the heat island effect. The project will also provide water quality benefits by reducing pollutants in local runoff at the park and in runoff from the project watershed, which is also largely a DAC. Community investments from the project include six of the seven SCW Program defined community investments (improved flood mitigation, restoration of parks, enhanced recreational opportunities, increasing shade, carbon sequestration, and greening at schools). Flood mitigation benefits will accrue to the area as the drywells and additional runoff storage will remove surface runoff during rain events.

The majority of the drainage area for the project is also a DAC. The project provides some wet weather benefits and full dry-weather capture through the use of 18 drywells, 2 hydrodynamic separators, constructed wetlands, and additional 5 ac-ft of runoff storage during a storm event. Approximately 50 new trees, vegetation, and bioswales will also provide water quality benefits to on site runoff at the park, into the Lake, and in the Boyle Heights neighborhood. The project will capture 225.5 AFY of dry weather flows, while offering additional wet weather water quality benefits during rain events. The project will infiltrate dry weather flows via 18 upstream drywells to benefit the non-adjudicated groundwater basin located below the Project (the Central Basin aquifer is nearby).

The project will provide community investment benefits defined in the SCW Program (improved flood mitigation, restoration of parks, enhanced recreational opportunities, increasing shade, carbon sequestration, and greening at schools). Features related to recreation and vegetation (recreational enhancements, trees for carbon sequestration, and reduction in heat island effect, etc.) will be located throughout the project area, which is located in a DAC, meaning these benefits will accrue locally.

Nature Based Solutions

Nature-based solutions within the Park include in-lake improvements that follow natural processes and use natural materials. These improvements include the constructed wetlands, which follows similar processes to natural wetlands in filtering water and allowing natural infiltration into the groundwater aquifer. The 35,000 square feet (sf) of bioswales absorb some nutrients in the water and will reduce any surface runoff that typically enters the Lake and follow the natural process of slowly filtering runoff flowing to the Lake. Added vegetation, 50 trees, and green street elements such as parkway vegetated areas will be designed to slow water flow and allow infiltration to the underground aquifer. They also increase shade and reduce the heat island effect. The 18 drywells incorporated in this project will use the natural process of infiltration to convey water to the aquifer and the soil will provide a filter process as the water travels. Overall, these nature based solutions will reduce nutrient loading to the Lake and community, and lead to greater carbon reduction and sequestration.

Leveraging Funds and Community Support

Outreach and engagement conducted for this project to date, includes communication with the Office of Council District 14 and stakeholders. This project was vetted to the community in 2016 and 2021. A concept report, fact sheet and meeting presentations for the scope of work were available for public access in LASAN's website at lacitysan.org. Recently, the project's Selected Concept was presented during a virtual Earth Day event, held on April 22, 2022, hosted by the Community Based Organization (CBO), Promesa Boyle Heights. There were over 30 participants in attendance, including members from the CBO Friends of Hollenbeck Park and the Hollenbeck Park Advisory Board. During the engagement period community members were allotted time to give feedback and suggestions on the proposed project. The Project was presented again to the Hollenbeck Park Advisory Board on May 10, 2022. Project goals, objectives, proposed improvements, and outreach held thus far were presented to 11 attendees. The Project has been received overwhelmingly positive throughout the engagement events that have been held to date. Council District 14 (CD 14) is in full support of this project moving forward.

Outreach for the Project before and after funding is received will be consistent with the December 3rd, 2020, City of Los Angeles SCWP Community Outreach and Engagement Strategic Plan (Plan) which includes the recommendations in the November 27th, 2019, memo "Governance Structure for Measure W – Safe, Clean Water Program" (CAO/CLO Memo), presented by the City's Chief Administrative Officer (CAO) and Chief Legislative Analyst (CLA) to and approved by the Los Angeles City Council Energy, Climate Change, and Environmental Justice Committee (ECCEJ).

The Plan recommends that the City's SCW Program include a stakeholder engagement process that facilitates community involvement and participation permitting community input on proposed Projects, the conceptual design of Projects, and site selection. The Plan also explains that the stakeholder engagement process should inform communities of approved Projects, including their construction schedule and status. To create the stakeholder engagement process, the Plan tasks LASAN with developing a thorough, strategic outreach plan to engage community stakeholders and interested parties/organizations. After the Project receives funding, this strategic outreach plan should be carried out with assistance from the CLA, the CAO, and other participating City departments. It should then also be submitted to a committee that City Council will create called the Administrative Oversight Committee (AOC) for review and modification as needed, prior to transmittal to the Mayor and City Council for consideration. While the Project strategic outreach plan will be program-focused, the plan also discusses the outreach process for specific Projects that will be submitted for each Regional Call for Project process conducted by the County, including pre-submittal outreach to secure community support/letters and outreach touchpoints during Project review.

The draft outreach plan for the Project prior to receiving funding includes the following: Community and Educational Meetings- Per CAO/CLO Memo, "the LA County SCW Program requires community outreach and engagement activities at the onset, during the design phase and throughout the construction of funded projects to solicit, address and seek input from community members." Specifically, after this Project (falling under the category of Project is more than $10M) receives funding from the SCW Program, one outreach activity and two or more engagement activities will be required. In this development phase prior to the SCW Program submittal and funding, the engagement plan includes one outreach activity (already conducted on April 22, 2022) and two engagement activities (one of which was already conducted on May 10, 2022).

The following methods for engagement could be incorporated in the strategic outreach plan:

- Social media
- Website
- Newsletters, E-blasts, Fact sheets in English and Spanish (required)
- PowerPoint presentations in English and Spanish (required)
- Community and educational meetings
- One-on-one meetings
- Community events/booths

Local NGO/CBO Involvement - The County also requires Regional Program funds recipients to include a discussion in their Stakeholder and Community Outreach/Engagement Plan, submitted to the County, on how local non-governmental organizations (NGO) or CBOs will be involved, if applicable. Two CBOs, Promesa Boyle Heights and Friends of Hollenbeck Park will be actively engaged throughout the Project's preliminary design, design, and construction phase. The outreach plan includes collaborating with these two CBOs to engage and educate the public during community meetings and events. LASAN recently collaborated with Promesa Boyle Heights on an Earth Day event and plans to continue to collaborate for future events.

Displacement and Gentrification Mitigation - The County requires the plans to identify activities and measures that prevent displacement and gentrification. The project will not displace any residents either directly or indirectly, and no affordable housing will be affected by the project in any way. While the project will provide community benefits through improved facilities at the park and additional greening in the park and in adjacent areas, these improvements will be designed to serve the existing community and not spur gentrification. The outreach effort will engage the people and communities that would be affected by the project and the authorities overseeing gentrification, displacement, and housing affordability, including local non-profit organizations and the City Council District office. The project will promote a healthy neighborhood in relation to environment and air quality, green space, and recreation, while providing local communities with job opportunities during construction and educational opportunities for the community.

Post-Funding Received - After funding from the County's SCW Program is confirmed, each Project will have a Project-specific outreach plan for Project execution that focuses on the unique issues and impacts of implementing the Project. The County also requires the funds recipient to include appropriate acknowledgement of credit to the County for its support when promoting the funded Project and to post signage in a prominent location at Project site(s) with the County's SCW Program color logo and the following disclosure statement: "Funding for this Project has been provided in full or in part from the LACFCD's Safe, Clean Water Program." Given the current COVID-19 pandemic and potential restrictions or limitations on gatherings, or potential reluctance on behalf of the community to have in-person meetings when restrictions are modified, the Project team will need to be creative in its outreach, stakeholder engagement, and communication strategy. Videoconferencing technology, for example, may be used in lieu of in-person meetings. Providing information such as PowerPoint presentations and fact sheets in advance of video conference calls will allow stakeholders to review Project information before the engagement and will make the videoconference experience more efficient and effective. The team should investigate other virtual best practices and technologies being implemented on other Projects that can be useful for enhancing public and stakeholder engagement given the societal changes resulting from the pandemic.

The following stakeholders have been and should continue to be engaged:

- City Council District Office (CD14)
- Hollenbeck Park Advisory Board
- CBO Promesa Boyle Heights
- CBO Friends of Hollenbeck Park
- Los Angeles Unified School District

The engagement effort has started with discussions with CD 14 council staff to obtain preliminary information regarding the communities and how receptive it may be to the Project. Continuing to engage CD 14 staff will also allow the team to receive guidance on the best way to engage other pertinent stakeholders and to determine key contacts with such stakeholder groups.

The team should also obtain information and input from key officials at the City, key stakeholders, potential issues, and previous outreach conducted for nearby Projects.

Leveraged funds for the project include:

- $5 million from Proposition O for Design & CM, and Construction
- $7 million from City Earmark Funding for Construction and O&M
- Leverage funding along with City services matching funds results in $19.4 Million
- 43.6% of funding expected to be matched

Quantitative Target and Corresponding Metrics

For the ULAR watershed, this Project represents an exemplary opportunity to provide water quality, water supply, and community benefits to a DAC. The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 63 points. Table 2A below shows the quantitative targets and corresponding metrics information for this water quality Project.

Table 2B. Quantitative Targets and Corresponding Metrics

TARGETS AND METRICS			
Metric Name	Quantitative Target	Value for Quantitative Target	Estimated Achievement Date
Drywells Installed	# of dry wells installed	18	December 2028
New Trees Planted	# of new trees planted	50	December 2028
Removed Impermeable Area	AC of impermeable area removed	2.48 acres	December 2028
Bioswale Installation	Area of new bioswale greenery	35,000 sf	December 2028

A-3. Estimated Reasonable Total Activity Cost

A Class A cost estimate was prepared for the Project with component construction costs estimates from an average unit cost. The American Association of Cost Engineers, International (AACE International) defines a Class 5 cost estimate as one with a project definition ranging from 0 to 2 percent maturity, consisting of a capacity factored or parametric model estimate. Typically, a Class 5 cost estimate's accuracy ranges from -20 to -50 percent below actual cost to +30 to +100 percent above the actual cost. The finalized cost of the project will be determined once the project design is complete. The design and estimate are not based on site-specific detailed geotechnical investigation, survey, or water quality testing or modeling, and thus could change once they are completed during the final design process.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Planning	$1,257,636
Design	$12,545,922
Construction	$29,645,096
O&M	$496,451
Monitoring	$647,848
Total Project Cost	$44,592,953

A-4. Funded Activity Description and Scope of Work

The project is located in CD 14, within the ULAR watershed in the Boyle Heights neighborhood, the coordinates are (34.040124, -118.217651). This project proposes multi-benefit components consisting of stormwater diversions, capture and treatment structures, and green street network components; the project will enhance the community.

The project includes two main components: improvements within Hollenbeck Park focused in and around the Lake and green street elements for the Boyle Heights neighborhood. Proposed green street elements within the watershed will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The addition of about 50 trees in the park and the surrounding area will provide shade, reduce heat island effect, and cool the area for pedestrians and people engaged in active recreation. Any stormwater capture structures such as drywells or subsurface storage units will be mostly unseen from the surface (aside from a few covered access holes). These structures will reduce flooding, especially during significant storm events. Constructed wetlands and recirculation will provide water quality and community benefits. Overall, these improvements will be a newer, fresher, and greener revitalization to this neighborhood, all without displacing any residents or businesses.

The education component to this project will include educational signage for the green street elements and stormwater capture within the park. With these signs, community members can follow green corridors and paths in the park to learn about stormwater capture and treatment.

The proposed work to be performed includes the following:

- **In-Lake Treatment** - The Lake currently has poor water circulation, which is expected to be contributing to reduced oxygen levels for fish, odors, and other issues. Improving the Lake's recirculation system and incorporating in-lake mechanical treatment are two steps that will increase dissolved oxygen, improving water quality by mitigating algae growth, reducing unpleasant odors, and lowering the number of fish deaths.

  In-lake treatment will reduce nutrients and promote mineralization through two engineered solutions: (1) alum addition and (2) aeration/recirculation. A chemical feed system will inject alum into the lake to promote particulate sedimentation and bind to biologically available phosphorus. In-lake fountains and aerators will oxygenate and recirculate water, ensuring well-oxygenated conditions exist to support aerobic respiration while beautifying the community space. In addition to this preferred recirculation system, it is acknowledged that other approaches to achieving recirculation and further lake treatment may be developed as part of design.

- **Sediment Removal** - To support addressing water quality issues, the Lake will be drained and dredged to remove accumulated sediment. A bentonite-enhanced liner system is proposed, effectively sealing the Lake bottom using natural materials. Approximate depth of sediment within the Lake varies and a detailed survey of the Lake will need to be conducted to confirm total volume of sediment to be removed.

- **Park Improvements and Bioswales** - High nutrient levels, such as phosphorus and nitrogen compounds, also are thought to contribute to the Lake's algae issues and fish kills. The external nutrient loading is likely from rainfall and irrigation driving nutrient sources such as fertilizers and animal wastes (this park is host to many pets and home to a significant amount of ducks and geese) into the Lake. Based on record drawings, the 24-inch Caltrans storm drain from the nearby I-5 freeway appears to drain into the Lake from the West. Prior to the design phase, a full investigation of this storm drain is suggested to determine its exact drainage location. LASAN conducted a video assessment of the City 39-inch storm drain line below the Lake on April 22, 2021 (see Appendix 8 for video assessment details). Preliminary video investigations showed no connection between the 24-inch Caltrans line and the 39-inch City line. Runoff from this storm drain, as well as from the Caltrans I-5 overpass scuppers, are known to contribute to runoff that enters Hollenbeck Lake.

  To better manage these nutrients and pollutants from the nearby highway and park external sources, lake perimeter bioswales will intercept external loading. These bioswales will be planted with California-friendly vegetation, such Common Rush and Seaside Daisy, and are designed to help capture and uptake nutrients from runoff during storm events and irrigation. The proposed bioswales will also provide an aesthetic benefit to the park and will enhance the environment for fauna in the park.

  Other park improvements include the implementation of approximately 24,500 sf of porous pavement in paved areas near the Lake and parking lot. The use of porous pavement will reduce surface runoff to the Lake, improving water quality and Lake aesthetics.

- **Green Street Elements** - This project will include a series of green street elements that will capture and infiltrate stormwater runoff, improve water quality conditions, and add vegetation to portions of the neighborhood. These elements will be placed in regions north and northeast of Hollenbeck Park and on Boyle Avenue, within the 460.1 acre drainage area.

- **Drywells** - This project will include 18 drywells distributed throughout the drainage area upstream of Hollenbeck Park Lake. See Figure 8 for approximate location of proposed drywells within the drainage area with respect to Hollenbeck Park. Drywells primarily

capture and treat stormwater to reduce volume and pollutant loads entering the Lake during wet and dry weather alike. Drywells are to be positioned in areas within the public right-of-way to provide the most opportunity to utilize drainage to existing catch basins, and to divert flows from the City and County storm drains ultimately draining to the north side of the Lake.

The primary treatment mechanisms for drywells are infiltration and sedimentation. Drywells utilize a minimal surface footprint to provide significant capture and treatment, reducing water quality impairment downstream and associated treatment costs. Drywells also significantly contribute to SCW Program goals of water quality improvement and water supply through infiltration into the groundwater system.

Drywell impacts were modeled using Los Angeles County's Watershed Management Modeling System (WMMS) to help meet the water quality objective of full capture of the 85th percentile storm. The number of drywells was optimized to meet full capture of the 85th percentile storm after the concept details for the improvements at the park were developed. This resulted in a minimum of 18 drywells distributed throughout the Lake's drainage area. Each unit is assumed to infiltrate captured stormwater at a continuous rate of 0.5 cfs. This assumption was developed based on typical performance information provided by drywell vendors that have implemented similar projects in the Los Angeles region. Inflows that exceed 0.5 cfs bypass a drywell unit to the existing storm drain and, ultimately, to the diversion structures to the treatment elements at the park.

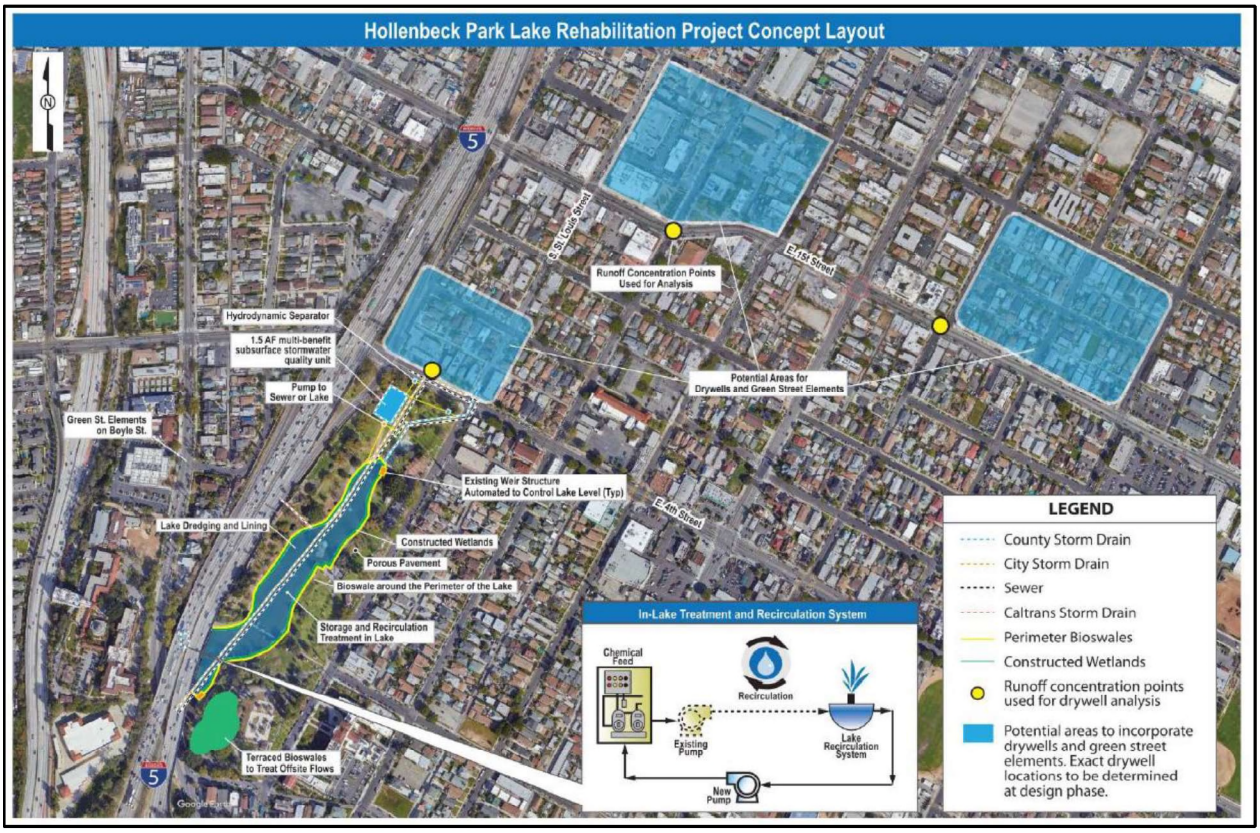


Figure 1. Location Map with Project Components

The 460.1 acre capture area is divided into five component areas based on ownership of relevant storm drain infrastructure. Figure 2 shows the capture area and area topography for both of the proposed project configurations. Table 4A shows a detailed breakdown of the land uses within the drainage area.

Table 4A. Land Use Breakdown of Capture Area

Land Use Type	Percent Impervious	Acre
Single Family Residential	46.06%	193.85
Commercial	9.69%	40.78
Institutional	6.37%	26.81
Multi Family Residential	13.05%	54.92
Highways and Interstates	3.44%	14.48
Secondary Roads and Alleys	21.39%	90.02

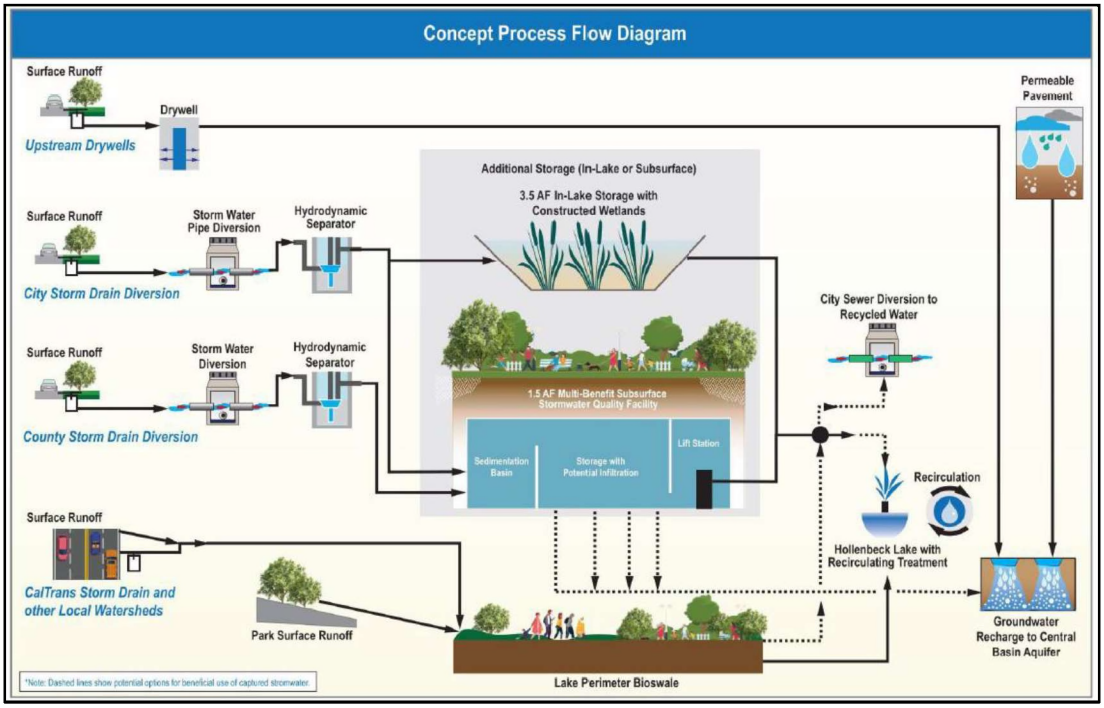


Figure 2. Proposed Water Capture Supply Schematic

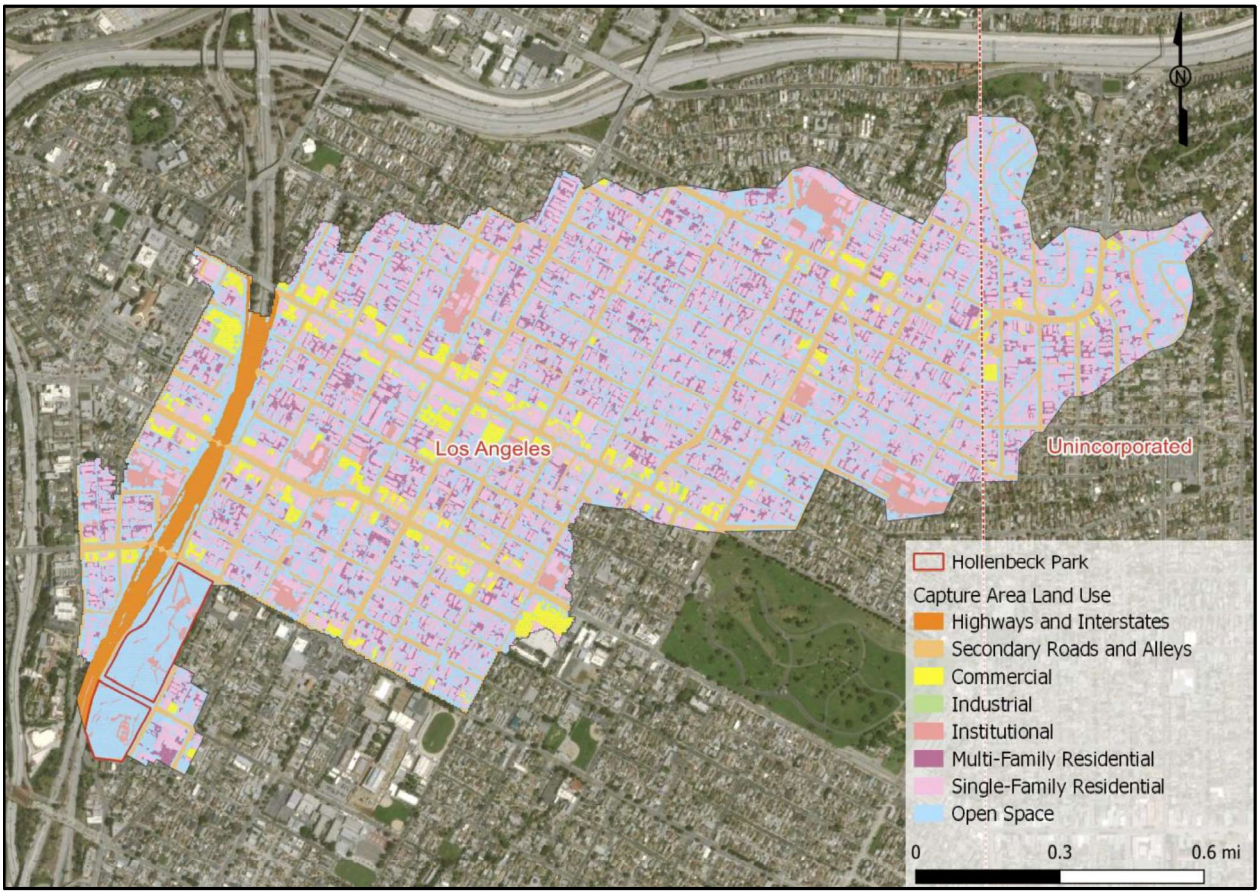


Figure 3: Capture Area and Land Use Breakdown within Drainage Area

Capture Area Details

Project capture area delineations were performed using the Watershed tool from the ArcGIS Spatial Analyst toolbox. The tool used elevation data from a high resolution (2-meter) digital elevation model (DEM) to determine the areas that drain to two primary inlets to the Lake: the storm drain diversion points on the north side of the Lake (Los Angeles County Flood Control District (LACFCD) and City storm drains) and from the I-5 bridge deck (Caltrans storm drains). Note, the drainage area was delineated from a desktop process, and is subject to revision during the design phase of the Project.





Bioswales

Project Status and Funded Activities

The Project's Feasibility Report was completed July 2022. 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 park and Lake may impact some recreational and park activities. However, with proper outreach, community members will be informed of these impacts and construction scheduling could be made in alignment with any annual park events. 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 O&M plans for each BMP type will be refined during the design process. The City's LID Manual, 4th edition (LASAN, 2011) and the City Bureau of Engineering's General Requirements for Green Street Standard Plan No. S-480-0 Section 8 & 9 (Appendix 5), shall be used as guidance for the design specifications and general maintenance for distributed green infrastructure in the City.

Plant material, if applicable, should consist of native and drought-tolerant plants appropriate for the site and microclimate. The planting design should include tree, shrub, and ground cover layers. The vegetation should be maintained as needed to keep up the aesthetic appearance and filtration capabilities. See Appendix 5 for details of County native, drought tolerant plant lists.

The final O&M plan will be developed and agreed upon by the appropriate parties/divisions in the City and/or any party involved during the design phase. However, to ensure the project and ultimately, the EWMP are implemented effectively, O&M plans must include a regular schedule for project inspection, a project-specific log detailing the required O&M needs of the project, and standard operating procedures for implementing the O&M. Example O&M Plans for BMP components similar to the project are provided below in Table 5A.

An O&M life cycle of 50 years was assumed.

Table 5A. Typical O&M Activities

BMP Component	Operation and Maintenance Duties
- Bio-filtration	- Facility soil will be maintained. Flow entrances, ponding areas, and surface overflow areas will be inspected for erosion periodically. Soil and/or mulch will be replaced as necessary to maintain an infiltration rate at or near the initial infiltration rate for the duration of the project. - Site vegetation will be maintained as frequently as necessary to maintain fire protection, public safety, and the aesthetic appearance of the site as well as the filtration capabilities. This includes the removal of fallen, dead, and/or invasive plants, watering as necessary, and the replanting and/or reseeding of vegetation for reestablishment as necessary. Swales and filters will be mowed as necessary.

- BMPs	- BMP inlets will be inspected and maintained to ensure even flow enters the facility after storm events and biannually. Sediment collecting at the inlet will be removed as necessary.
- Infiltration Facilities	- Regular inspections shall take place to ensure that the pretreatment sediment removal BMP/forebay is working efficiently. Sediment buildup exceeding 50 percent of the forebay sediment storage capacity shall be removed. Project capture area delineations were performed using the Watershed tool from the ArcGIS Spatial Analyst toolbox. The tool used elevation data from a high resolution (2-meter) digital elevation model (DEM) to determine the areas that drain to two primary inlets to the Lake: the storm drain diversion points on the north side of the Lake (Los Angeles County Flood Control District [LACFCD] and City storm drains) and from the I-5 bridge deck (Caltrans storm drains). Note, the drainage area was delineated from a desktop process, and is subject to revision during the design phase of the Project. - The infiltration facility shall be maintained to prevent clogging. Maintenance activities include checking for debris/sediment accumulation and removal of such debris.

A-6. Post-Construction Monitoring

Monitoring will target two components of the project: in-Lake water quality and storm drain diversion/green infrastructure elements. These methods will be utilized to determine the following:

1. Lake Monitoring - Continuous data on vital indicators of lake conditions, detection of any potential problems regarding the Lake's health including potential algal blooms, quantified volume of inflow to the Lake, and weather-related parameters.

2. Storm Drain Diversion and Green Infrastructure Elements Monitoring - Runoff volume through the Project's green infrastructure and storm drain diversion system, water quality from street runoff, and BMP conditions.

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 SCWP. 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:

- **Water Quality Benefit** - The Project modeling was conducted to determine benefits from reductions in pollutant loading into the environment. Zinc was selected as the primary pollutant because it was one of the limiting pollutants in the ULAR EWMP. The Project will result in a reduction of 81 percent of zinc. 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 during the 85th percentile, 24-hour storm.

- **Water Supply** – The estimated annual average capture is 347.7 AFY, and it is made up of 122.2 ac-ft of wet weather and 225.5 ac-ft of dry weather flows.
- **Improved Flood Management, Flood Conveyance, or Flood Mitigation** - The Project will divert surface flows to drywells and to additional storage, providing a flood mitigation benefit to the Project area, especially during heavier storm events.

- **Creation, Enhancement, or Restoration of Parks, Habitat, or Wetlands** - The Project will enhance Hollenbeck Park and street parkways through additions of parkway planters, 50 trees, 35,000 sf of bioswales and educational signage throughout the neighborhood. Additional landscaping for the Project will also encourage biodiversity and invite communities of insects and birds to frequent the schools, the park, and streets.

- **Enhanced Recreational Opportunities** - The Project will significantly enhance recreational opportunities for the public by improving the aesthetics of the park and

surrounding area, thus encouraging more walking, jogging and outdoor activities. Educational features will add a new educational component for people to enjoy. The new landscaping in the neighborhood and bioswales near the Lake will improve aesthetics and the experience for walkers, runners and sight seers in the neighborhood and may encourage more outdoor dining.

- **Greening of Schools** - The Project includes greening of schools using California native vegetation near two potential different school sites.

- **Reducing Heat Island Effect and Increasing Shade** - The Project's landscaping elements, including 50 additional trees, constructed wetlands, and 35,000 sf of bioswales, will provide additional shade for the public and help reduce the heat island effect. Shaded surfaces can see a reduction in temperature by up to 20-45 degrees cooler than the peak temperatures of unshaded materials (US EPA, 2021).

- **Increasing Trees and Vegetation, Carbon Sequestration, Improved Air Quality** - The Project will add 50 trees and significant new vegetation to the Project area, which will help with carbon sequestration and improve air quality through the natural processes of plant respiration and photosynthesis.

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

- **Noise and Traffic Control** – Noise and traffic control impacts stemming from construction activities and machinery operation. Specifications to curb noise impacts will be indicated to contractors. Traffic controls will be established to mitigate any impacts on traffic arising from construction activities and scheduling traffic impacting activities at off peak times of day.

Project Onset

Community outreach and engagement activities started with discussions with CD 14 council staff to obtain preliminary information regarding the communities and how receptive it may be to the Project. Continuing to engage CD 14 staff will also allow the team to receive guidance on the best way to engage other pertinent stakeholders and to determine key contacts with such stakeholder groups.

The following stakeholders have been and should continue to be engaged:

- City Council District Office (CD14, Council Member Kevin De Leon).
- Hollenbeck Park Advisory Board.
- CBO Promesa Boyle Heights.

- CBO Friends of Hollenbeck Park.
- Los Angeles Unified School District.

See Table 8A below for community engagement meetings/activities conducted and to be conducted.

Table 8A. Engagement Activities Conducted and to be conducted for the Project

Engagement Activity	Date of Activity	Activity Description
Boyle Heights Earth Day Presentation	April 22, 2022	LASAN presented preliminary scope of project via zoom at a Promesa Boyle Heights sponsored Earth Day event. Community members attending event received project well and provided support.
Hollenbeck Park Advisory Board Presentation	May 10, 2022	The Project was presented to the Hollenbeck Park Advisory Board by LASAN via zoom. Project goals, objectives, proposed improvements, and outreach held thus far were presented to 11 attendees who expressed support for the Project.
Engagement Activity	TBD	3rd engagement activity required. This activity does not need to be conducted until after project receives funding from SCW Program.

Project Design and Construction

Based upon LASAN's best practices and input from Council District 8, and neighborhood council leadership, 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 e-mails 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, 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 be capable of capturing annually 337.7 ac-ft of runoff total (122.2 ac-ft wet weather runoff and 225.5 ac-ft dry weather runoff). 81 percent of zinc, 100 percent of trash will be removed from the captured runoff within the LA River Watershed. In addition, biofiltration will provide filtration and additional removal of contaminants from the stormwater before it's routed to the groundwater.

Water Supply Benefits

All stormwater runoff captured and treated by the Project will be stored within the Lake or infiltrated into the subsurface. It is anticipated that infiltrated stormwater can replenish groundwater, providing a water supply benefit. The annual water supply benefit (infiltration volume) was modeled using long-term continuous simulation with the SUSTAIN component of WMMS2. The Project capture and infiltration volume was modeled using rainfall data over a 20-year period from Water Year 1999 through Water Year 2018. Table A9 shows the wet weather water supply benefit magnitude from each treatment element, achieved through infiltration to groundwater, totaling to 122.2 ac-ft for the entire project. Dry weather benefit (225.5 AFY) is based on an assumption of full capture of 0.000677 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.

Table 9A. Weather Water Supply Benefit Magnitude

Treatment Element	Treatment Type	Wet Weather Benefit Magnitude (ac-ft)	Dry Weather Benefit Magnitude (ac-ft)
Drywells	Infiltration	88.9	164.1
Subsurface Storage Unit	Infiltration	19.3	35.6
Wetland Area	Infiltration	14.0	25.8
Total	-	122.2	225.5

Community Investments Benefits

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

With the addition of storage via drywells and subsurface storage or in-lake 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

Improvements to the park will include in-lake improvements including constructed wetlands,

lake-perimeter bioswales, an additional 50 trees, and additional California-friendly vegetation. See Appendix 5 for the Drought Tolerant Garden Los Angeles County Handbook with more information on types of California-friendly vegetation and plants to be considered. 35,000 sf of bioswales will improve the habitat for aquatic and amphibious species, reducing any surface runoff that typically enters the Lake. In-lake improvements such as dredging, treatment, wetlands, and improved recirculation systems will improve the habitat for fish by reducing nutrient levels and stabilizing oxygen levels, thus reducing the number of algal blooms and fish kills.

The project also includes a variety of green street elements such as possible vegetated medians, vegetation landscape boxes in parkways, 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 project is expected to improve the condition of the Lake and adjacent parkland, which will improve the experience for park visitors. With improved vegetation at points around the Lake, park visitors will experience more wildlife and an improved nature-based experience.

Educational signage will be added around the Lake to provide park visitors opportunities to learn about the environment, the water cycle, and how improvements to the park and Lake work in increasing water supply and water quality.

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.

4 – Greening of Schools

Schools nearby Hollenbeck Park have the potential to benefit from greening elements, these schools include St. Mary's School (private) and Breed Street Elementary School (public). Educational signage will be posted near elements designed for stormwater capture as part of the proposed green street networks. This would provide educational opportunities for students as they walk near school.

5 – Reducing Heat Island Effect and Increasing Shade

An additional 50 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). With the Project's proposed 50 trees to be incorporated, a total of 27,800 pounds of carbon dioxide sequestration can be expected per year. Proposed green street elements and the additional

35,000 sf of bioswales are expected to lead to greater carbon reduction and sequestration and improve air quality.

6 – Increased Trees and Vegetation, Carbon Sequestration, Improved Air Quality
The Project will add 50 trees and significant new vegetation to the Project area, which will help with carbon sequestration and improve air quality through the natural processes of plant respiration and photosynthesis.

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. The City has identified potential funding opportunities from Caltrans outside of the SCW Program. LASAN has committed to matching $7,431,637 in City Services. The Project will also receive $5 million from Proposition O and $7 million from California State Earmark SB-178 Budget Act of 2022.

The Project has received overwhelmingly positive support by the local community. Letters of Support have been received from CD 14 and Promesa Boyle Heights (NGO). The City anticipates full support from the community for this Project and expects to receive more Letters of Support as future community outreach events are held. Robust public outreach will be maintained throughout Project delivery as described in section A-8.

A-10. Work Schedule and Completion Date

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.

For impacts to recreation and parks activities, the construction schedule will be coordinated, as much as is feasible and economical, with recreational activities at the site. Improvements to the park and Lake may impact some recreational and park activities. However, with proper outreach, community members will be informed of these impacts and construction scheduling could be made in alignment with any annual park events. 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.

The preliminary implementation schedule for the Hollenbeck Park Lake Rehabilitation 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

Table 10A. Proposed Project Schedule for Hollenbeck Park Lake Rehabilitation Project

Prelimiary Project Schedule																				
Task Name	YR1- FY 23/24				YR2- FY 24/25				YR3- FY 25/26				YR4- FY 26/27				YR5- FY 27/28			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Planning																				
Design																				
Construction																				
Monitoring																				
Outreach																				
O&M*																				
*O&M to occur after project completion																				

Abbreviations and Acronyms

AACE	American Association of Cost Engineers
AFY	Acre Feet per Year
AOC	Administrative Oversight Committee
CAO	City Administrative Officer
CBO	Community Based Organization
CLA	Chief Legislative Analyst
cfs	Cubic Feet per Second
DAC	Disadvantaged Community
DEM	Digital Elevation Model
EIR	Environmental Impact Report
ECCEJ	Energy, Climate Change, and Environmental Justice Committee
EWMP	Enhanced Watershed Management Program
FY	Fiscal Year
GIS	Geographic Information Systems
ISI	Institute for Sustainable Infrastructure
LACFCD	Los Angeles County Flood Control District
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation and Environment
MS4	Municipal Separate Storm Sewer Permit
NGO	Non-Governmental Organization
O&M	Operation and Maintenance
RAP	Recreation and Parks
SCWP	Safe Clean Water Program
sf	square feet
SIP	Stormwater Investment Plan
TMDL	Total Daily Maximum Load
ULAR	Upper Los Angeles River
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling System

City of Los Angeles - Safe Clean Water Program
Sylmar Channel
Regional Program - Scope of Work
FY 2023-24



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A-1. Budget Plan

The Upper LA River Watershed (ULAR) Watershed Area generates up to $39M of annual Regional Program funds. For Fiscal Year 2023-2024 (FY 23-24), the ULAR Watershed Area Steering Committee (WASC) voted to include the Sylmar Channel 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 27/28. The amount of Safe Clean Water Program (SCWP) contribution that was approved by the ULAR WASC in the SIP on February 28, 2023 is shown below (Table 1A).

Table 1A. The SCWP contribution for the Sylmar Channel Project.

Fund Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
SCWP Regional Program Award	$790,584	$688,517	$1,654,775	$1,871,639	$-	$5,005,515
Leveraged Funds	$98,051	$727,051	$1,650,000	$1,650,000	$-	$5,009,101
Total Funding	**$1,772,635**	**$1,415,567**	**$3,304,775**	**$3,521,639**	**$-**	**$10,014,617**

The construction cost for this Project is estimated to be $6,609,551. 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 FY.

Table 1B. Budget Plan

Development Phase	SCW Funding per Fiscal Year					
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
Planning	$332,067	-	-	-	-	$332,067
Design	$1,415,567	$1,415,567	-	-	-	$2,831,135
Construction	-	-	$3,304,775	$3,304,775	-	$6,609,551
O&M	-	-	-	$101,864	-	$101,864
Monitoring	$25,000	-	-	$115,000	-	$140,000
TOTAL	**$1,772,635**	**$1,415,567**	**$3,304,775**	**$3,521,639**	**-**	**$10,014,617**

A-2. Consistent with SCW Program Goals

The goal of the project is to improve water quality and increase water supply within the ULAR watershed, while engaging and providing benefits for the community. With the addition of improvements such as flood mitigation and environment restoration, all improvements to the channel will enhance public safety and provide recreational opportunities for the neighborhood.

Consisting of an improved channel with enhanced infiltration and green street network components, the project will provide many benefits to the community. The channel will be improved through clearing and revegetation and will include modifications to existing grade control structures to reduce erosion. Proposed green street elements within the watershed, which include added vegetation, drywells, and bioswales, will improve air and water quality and provide aesthetically appealing green spaces for residents to enjoy year around. The addition of about 45 trees in the area will provide shade, reduce heat island effect, and cool the area for pedestrians and people engaged in active recreation. Drywells will be mostly unseen from the surface (aside from a few covered access holes). These structures will reduce flooding, especially during significant storm events. Approximately 700 square feet (sf) of bioswales and vegetation will replace impervious surfaces in the neighborhood, increasing greenery. Overall, these improvements will provide a newer, fresher, and greener start to this neighborhood, all without displacing any residents or businesses.

Water Quality Benefits- Wet Weather

The project is located within the ULAR, which as a subsection of the Los Angeles River Watershed, 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 following:LA River Nitrogen Compounds and Related Effects, Legg Lake Trash TMDL, LA River Trash, LA River Metals TMDL, LA River Bacteria TMDL, Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL, Los Angeles Area Lake TMDLs for Lake Calabasas, Echo Park Lake, and Legg Lake. 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 upstream drywells provide significant volume reduction, infiltrating approximately 71 acre-feet (ac-ft) of stormwater volume and contributing to 38 pounds of zinc reduction per year. The Project proposes an additional 9,000 sf of bioretention along the Channel perimeter, adding 0.4 ac-ft of storage. The project is designed so highly urbanized, pollutant-laden flows are captured by the upstream drywells before they reach the Channel and adjacent bioretention. Direct drainage to

the Channel, amounting to approximately 10 acre-feet per year (AFY), supplies adequate environmental and aesthetic flows during the wet season. Complete pollutant accounting for the drywells and channel bioretention

Water Supply Benefits

All stormwater runoff captured and treated by the Project will be infiltrated into the subsurface. It is anticipated that infiltrated stormwater can replenish groundwater, providing a water supply benefit. The annual water supply benefit (infiltration volume) was modeled using long-term continuous simulation with the SUSTAIN component of Watershed Management Modeling System 2 (WMMS2). The Project capture and infiltration volume was modeled using rainfall data over a 20-year period from Water Year 1999 through Water Year 2018. The average annual inflow, infiltration, and percent infiltrated over the 20-year period is summarized in Table 2A. The Project is projected to infiltrate approximately 75 acre-feet of treated stormwater annually.

Table 2A. Water Supply Balance

Annual Average Inflow			Annual Average Infiltrated			% Infiltrated		
Drywells	Bioretention	Total	Drywells	Bioretention	Total	Drywells	Bioretention	Total
81.08	9.85	90.93	71.23	3.67	74.90	87.9%	37.3%	82.4%

Community Investment

Improved Flood Management, Flood Conveyance, or Flood Risk Mitigation

With the addition of storage via the improved and enhanced Channel and 25 drywells, the project is expected to reduce runoff from surface streets and mitigate localized flooding during rain events.

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

The Project, located in the San Fernando Valley Terrace ecotope (LASAN Biodiversity Report, 2020) is an ecotope with just over 5 percent of its natural vegetation remaining. Most of this area's natural environment has been lost to development and is considered a key area for conservation consideration in Los Angeles. This Project will enhance and restore habitat and this ecotope through the Channel improvements, as well as create habitat with the proposed additional green street elements.

Enhancement of community park space will include a trail and/or horse rest area at the cross section of Herrick Ave and Ryan St and added Califor

nia-friendly vegetation throughout the project area. For the Drought Tolerant Garden Los Angeles County Handbook with more information on types of California-friendly vegetation and plants to be considered.

The project also includes a variety of green street elements such as possible vegetated medians, vegetation landscape boxes in parkways, 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.

Enhanced or New Recreational Opportunities

The project's pedestrian footpath along the Channel from Bledsoe St to Herrick Ave (approximately a quarter mile long), is expected to create new recreational opportunities for community members. The footpath will be made of an all-weather surface and feature a 42-inch tall handrail for safety. With improved vegetation at points along the Channel, visitors will experience more wildlife and an improved nature-based experience.

Educational signage will be added along the Channel to provide visitors opportunities to learn about the environment, the water cycle, and how improvements to the Channel work in increasing water supply and water quality.

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.

Reducing Local Heat Island Effect and Increasing Shade/Tree Numbers

Additional trees (approximately 45) included throughout the project area will provide increased shade and reduce localized heat island effect, especially at tree maturity. Shaded surfaces can see a reduction in temperature by up to 20-45 degrees cooler than the peak temperatures of unshaded materials (US EPA, 2021). These green street elements, the revegetated Channel, and the additional 700 sf of bioswales are expected to lead to greater carbon reduction and sequestration and improve air quality.

Greening of Schools

Nearby schools to the Project area have the potential for greening elements, however greening of Schools were not included in this phase of the Project's scope. If included in proposed Green Street Networks, elements designed for stormwater capture could also provide educational opportunities for students as they walk near school.

Nature Based Solutions

Natural Processes

The Channel will maintain its "daylit" status and with improvements such as clearing and revegetating, will have enhanced its natural process of infiltration. Project green street elements such as bioswales will be designed to follow the natural process of slowly filtering runoff. Vegetation selected for the Channel and for the bioswales will absorb some of the nutrients in the water, reducing nutrient loading within the Channel and the watershed. Added vegetation, trees, and green street elements will be designed to slow water flow and allow infiltration to the underground aquifer. Drywells incorporated in this project will use the natural process of infiltration to convey water to the aquifer and the soil will provide a filter process as the water travels.

Natural Materials

The Channel, bioswales, vegetated medians, and parkway vegetated areas will all be planted primarily with California-native plants and some California-friendly vegetation, increasing the area's biodiversity. The pedestrian footpath along the Channel will be constructed using natural materials. Trees planted for this project will be primarily California-native species. See Appendix 4 for the Drought Tolerant Garden Los Angeles County Handbook with more information on types of California-friendly vegetation and plants to be considered. Green street elements will help to enhance connectivity between remnant patches of native vegetation, as well as create habitat with native natural materials to further promote biodiversity.

Impermeable Area

This project does remove impermeable areas with the implementation of green street elements, such as bioswales. However, it is expected that this amount removed will be less than 20 percent of the Project's total impermeable area.

Leveraging Funds and Community Support

A Letter of Support has been obtained from the Los Angeles Department of Water and Power (LADWP). LADWP strongly supports this Project and intends to be a funding partner with Los Angeles Sanitation and Environment (LASAN) for the implementation of the Project. LADWP has committed to providing $3.3 million as leveraged matching funding. The City anticipates full support from the community for this Project.

Quantitative Target and Corresponding Metrics

For the ULAR watershed, this Project represents an exemplary opportunity to provide water quality, water supply, and community benefits to a disadvantaged community (DAC) area. The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. This Project represents a once-in-a-generation opportunity to combine environmental benefits (water quality/water supply) with flood mitigation and community enhancement through green infrastructure. The SCWP scoring evaluation outlines how this Project meets the SCWP goals. The total score for the project was 79 points. Table 2B below shows the quantitative targets and corresponding metrics information for this water quality Project.

The Project, as analyzed in this feasibility study, will implement 25 drywells to capture stormwater flow, plant 45 trees, install bioswales and about 9,000 SF of inline bioretention along the Sylmar Channel.

Table 2B. Quantitative Targets and Corresponding Metrics

TARGETS AND METRICS			
Metric Name	Quantitative Target	Value for Quantitative Target	Estimated Achievement Date
Drywells Installed	# of dry wells installed	25	June, 2028
New Trees Planted	# of new trees planted	45	June, 2028
Bioswales	SF of implemented bioswales greenery	700 SF	June, 2028
Inline Bioretention	Area of inline bioretention	9,000 SF	June, 2028

A-3. Estimated Reasonable Total Activity Cost

As shown in Table 3A, a Class 5 cost estimate was prepared for the Project, with component construction costs estimated from an average unit cost. A more detailed breakdown of the Project's cost is in Appendix 1, Table 1B.

The Association for the Advancement of Cost Engineering (AACE) International defines a Class 5 cost estimate as one with a project definition ranging from 0 to 2 percent maturity, consisting of a capacity factored or parametric model estimate. Typically, a Class 5 cost estimate's accuracy ranges from -20 to -50 percent below actual cost to +30 to +100 percent above the actual cost.

The finalized cost of the project will be determined once the project design is complete. The design and estimate are not based on site-specific further detailed geotechnical investigations, survey, or water quality testing or modeling, and thus could change once they are completed during the final design process.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Planning	$332,067
Design	$2,831,135
Construction	$6,609,551
O&M	$101,864
Monitoring	$140,000
Total Project Cost	$10,014,617

A-4. Funded Activity Description and Scope of Work

The Project is a proposed regional project led by LASAN in partnership with LADWP to implement a regional multi-benefit stormwater project in Sylmar Channel adjacent neighborhood.

The goal of the project is to improve water quality and increase water supply within the ULAR watershed, while engaging and providing benefits for the community. With the addition of improvements such as flood mitigation and environment restoration, all improvements to the channel will enhance public safety and provide recreational opportunities for the neighborhood.

The Project is located in the Sylmar neighborhood of Los Angeles, Council District 7 (CD 7). The start of the Channel reach for this project begins on Glenoaks Blvd, neighboring the property located at 13327 Glenoaks Blvd (34.184940, -118.272817). Improvements to the Channel extend from Glenoaks Blvd to Herrick Ave, with a recreational pedestrian trail beginning on Bledsoe St and extending to Herrick Ave. Figure 1 shows a location map of the proposed Project.

The Sylmar neighborhood is an area designated as a DAC by the CalEnviroScreen Tool. A DAC is a census block group with an annual median household income less than 80 percent of the state's annual median household income. Across the region and the state, DACs tend to suffer from a combination of economic, health, and environmental burdens, including poverty, high unemployment, air and water pollution, the presence of hazardous wastes, and a high incidence of asthma and heart disease.

The majority of the drainage area for the project is also a DAC. The Project removes over 80 percent of the primary (Zinc) and secondary pollutants (Trash) from the surface runoff through the use of 25 drywells and 9000 sf of inline bioretention along Sylmar Channel during a storm event. An additional approximately 45 trees, vegetation, and approximately 700 sf of bioswales will also provide water quality benefits through natural filtration in the Sylmar neighborhood.

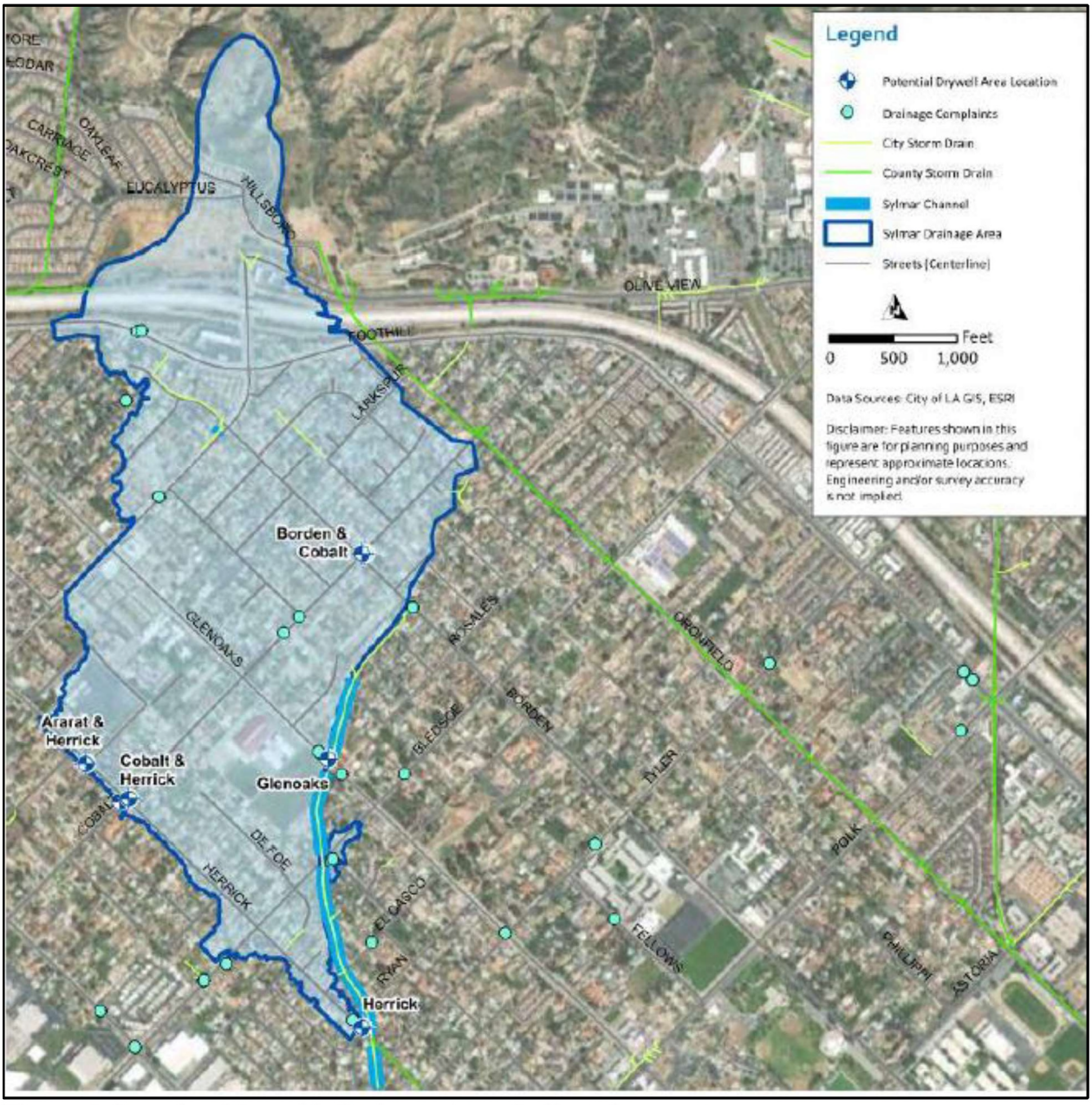


Figure 1. Location Map with Drainage Areas Indicated

The 271.5 acre capture area is divided into three component areas based on drainage to potential drywell locations at the intersections of Borden Ave and Cobalt St, Glenoaks Blvd (at Sylmar Channel), and Herrick Ave (at Sylmar Channel). Figure 1 shows the capture area and area land use for both of the proposed project configurations.

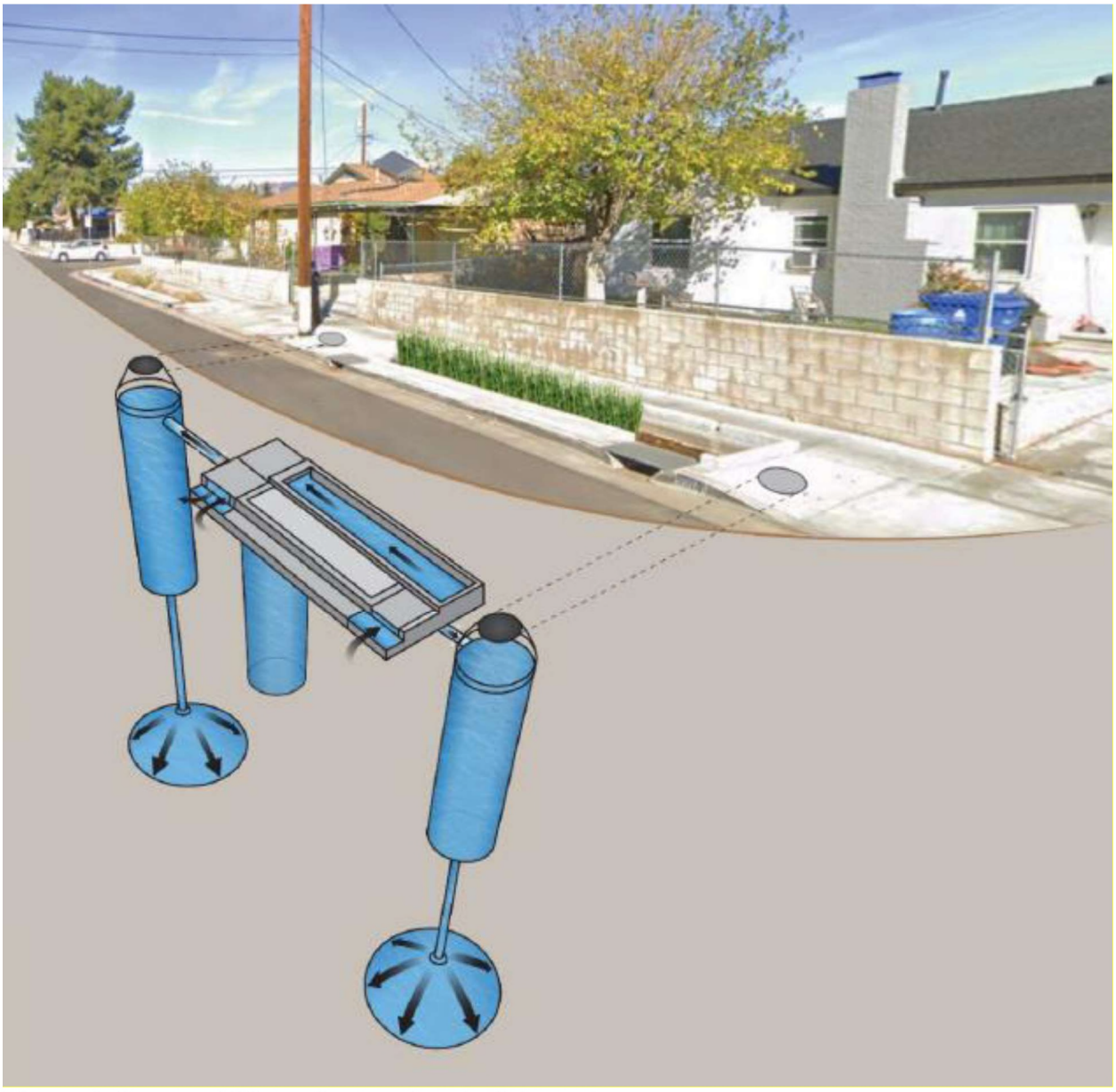


Figure 2. Proposed Water Capture Supply Schematic

The primary treatment mechanisms for drywells are infiltration and sedimentation. Drywells utilize a minimal surface footprint to provide significant capture and treatment, reducing water quality impairment downstream and associated treatment costs. Drywells also significantly contribute to SCWP goals of water quality improvement and water supply through infiltration into the groundwater system.



Figure 3. Rendering of Project

Capture Area Details

Figure 4 shows the capture area and area land use for both of the proposed project configurations. Table 4A shows a detailed breakdown of the land uses within the drainage area.

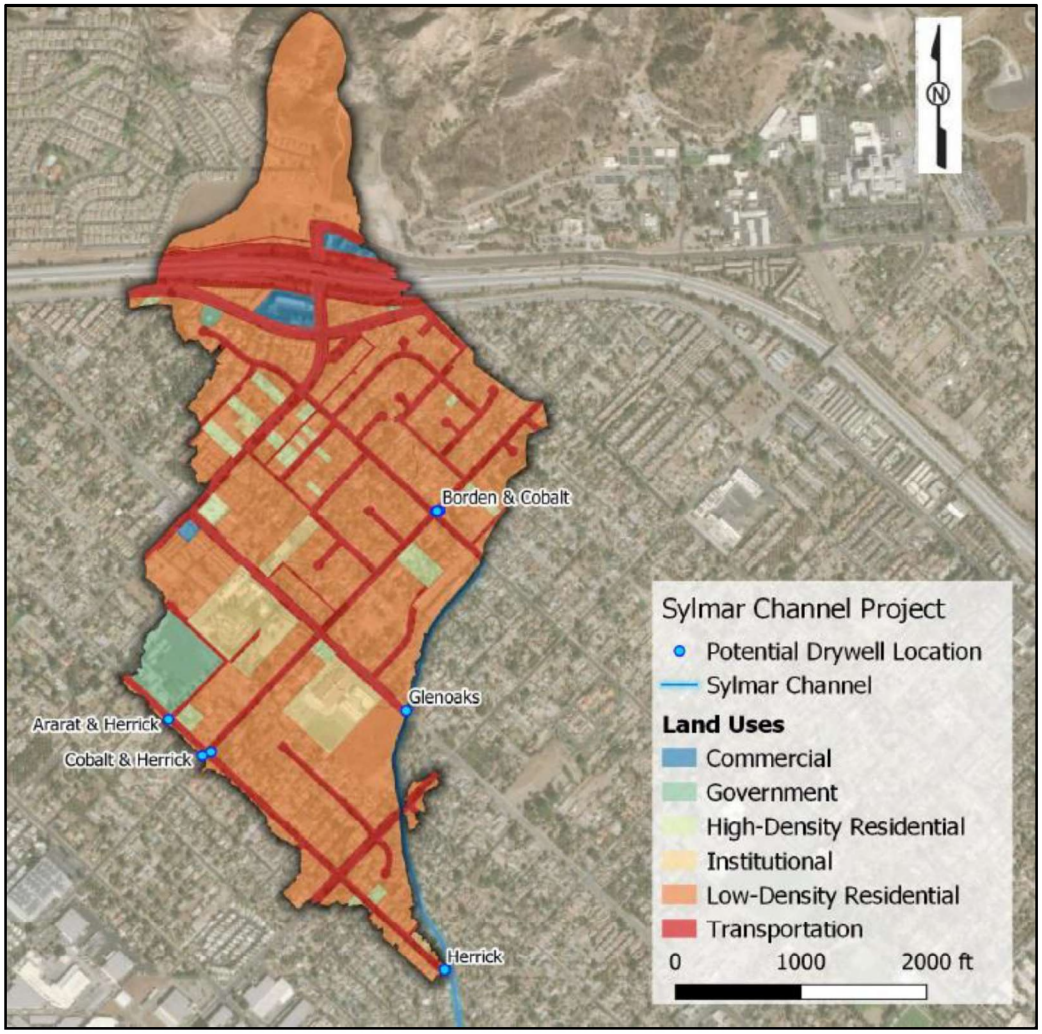


Figure 4. Land Uses Within Project Drainage Area

Table 4A. Land Uses Within Project Drainage Area

Land Use Type	Area (acres)	Area %	Impervious Area (acres)	% Impervious
Commercial	**3.7**	**1.4**	**2.6**	**69.7**
Government	**7.7**	**2.8**	**5.8**	**75.2**
Institutional	**18.0**	**6.6**	**7.8**	**43.6**
High-Density Residential	**8.4**	**3.1**	**5.2**	**62.2**
Low-Density Residential	**169.5**	**62.4**	**66.1**	**39.0**
Transportation	**64.1**	**23.6**	**47.2**	**73.6**
Total	**271.5**	**100**	**134.7**	**49.6**

Project Status and Funded Activities

The Feasibility Report for the Project was completed in October 2022. With the demonstrated broad-based support LASAN has garnered through consultation and collaboration with CD 7, LADWP, Church of the Foothill, LA Walkers and numerous residents who have expressed interest in project updates, LASAN recognizes the value of ongoing and collaborative outreach and engagement with key stakeholders. LASAN's community outreach and engagement strategy will continue to follow the City of Los Angeles SCWP Community Outreach and Engagement Strategic Plan approved on December 17, 2020. LASAN's Stakeholder and Community Outreach/Engagement Plan for the Project will reflect community values, include input from local stakeholders, and will identify anticipated community outreach and community engagement activities LASAN will conduct during the Project development lifecycle.

The design phase will be followed by construction and monitoring. Topographical data available through the NavigateLA and the record drawings was used for the pre-design phase, but a site-specific topographic survey should be conducted prior to beginning the final design of the Project. A detailed monitoring plan will be developed 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 construction phase of the Project requires traffic controls be implemented by the contractors to reduce impacts on traffic that may arise from construction. Construction is anticipated to be completed 2028.

The operation and maintenance phase also begins in 2028. Preliminary O&M guidelines were detailed in the Project's Feasibility Report and will be updated as the Project is fully designed and implemented. All maintenance performed to the system shall be in accordance with the City of Los Angeles, Sanitation and Environment, Planning and Land Development Handbook for Low Impact Development, 5th edition (LASAN, 2016).

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

The operations and maintenance (O&M) plans for each Best Management Practice (BMP) type will be refined during the design process. The City of Los Angeles' Low Impact Development Manual, 4th edition (LASAN, 2011), shall be used as guidance for the design specifications and general maintenance for distributed green infrastructure in the City.

Plant material, if applicable, should consist of native and drought-tolerant plants appropriate for the site and micro-climate per the Los Angeles County Native, Drought Tolerant Plant List. The planting design should include trees, shrubs, and ground cover layers. The vegetation should be maintained as needed to keep up the aesthetic appearance and filtration capabilities.

The final O&M plan will be developed and agreed upon by the appropriate parties/divisions in the City and/or any party involved during the design phase. However, to ensure the project and, ultimately, the Enhanced Watershed Management Program (EWMP), is implemented effectively, O&M plans must include a regular schedule for project inspection, a project-specific log detailing the required O&M needs of the project, and standard operating procedures for implementing the O&M. Example O&M Plans for BMP components similar to the project are provided below in Table 5A. A O&M life cycle of 50 years was assumed.

Table 5A. Typical O&M Activities (include components and details of BMPs implementation)

BMP Component	Operation and Maintenance Duties
Dry Wells	Typical maintenance shall include removing all surface grates/lids to clean and service the drywell chambers. Removal of accumulated trash, debris, and sediment shall be done using a hydro-vacuum truck. The hydro-vacuum truck utilizes streams of air and high-pressure water to dislodge built-up material, which is then removed via a vacuum hose and stored within the truck's tank until proper disposal. Obstructions or accumulated debris on inlets, screens, and/or connecting pipes is removed by jet-rodding (typically included on the hydro-vacuum truck) and then vacuumed. If the riser screen requires cleaning, the riser shield is fitted with a metal loop and can be removed/replaced from the surface with a long hook. Certain Max Wells utilize a geotextile fabric bottom within the chambers; care should be taken to note the depth of the chamber and ensure that the fabric is not damaged or removed during the vacuuming process.

Bio-filtration	Facility soil will be maintained. Flow entrances, ponding areas, and surface overflow areas will be inspected for erosion periodically. Soil and/or mulch will be replaced as necessary to maintain an infiltration rate at or near the initial infiltration rate for the duration of the project. Site vegetation within the Channel will be maintained as frequently as necessary to maintain fire protection, public safety, and the aesthetic appearance of the site as well as the filtration capabilities. This includes the removal of fallen, dead, and/or invasive plants, watering as necessary, and the replanting and/or reseeding of vegetation for reestablishment as necessary. Swales and filters will be mowed as necessary. BMP inlets will be inspected and maintained to ensure even flow enters the facility after storm events and biannually. Sediment collecting at the inlet will be removed as necessary.
Infiltration Elements	Regular inspections shall take place to ensure that the pretreatment sediment removal BMP/forebay is working efficiently. Sediment buildup exceeding 50 percent of the forebay sediment storage capacity shall be removed. The infiltration element shall be maintained to prevent clogging. Maintenance activities include checking for debris/sediment accumulation and removal of such debris.

A-6. Post-Construction Monitoring

This document is intended as a guideline for monitoring SCWP green infrastructure projects. A detailed monitoring plan will be developed upon completion of the project concept report to fulfill the SCWP scope of work requirements.

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.

Monitoring Strategy and Design

The Project relies on bioswales, dry well infiltration, and addition of trees and vegetation to improve the condition of the channel and 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 Sites

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.

Sampling Frequency and Parameters

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 SCWP.

Adaptive Monitoring Approach

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 SCWP. 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:

- **Flood Mitigation:** With the addition of storage via the improved and enhanced Channel and drywells, the project is expected to reduce runoff from surface streets and mitigate localized flooding during rain events.

- **Community Enhancements (Heat Island):** Additional trees (approximately 45) included throughout the project area will reduce localized heat island effect, especially at tree maturity. Shaded surfaces can see a reduction in temperature by up to 20-45 degrees cooler than the peak temperatures of unshaded materials (US EPA, 2021). These green street elements, the revegetated Channel, and the additional 700 sf of bioswales are expected to lead to greater carbon reduction and sequestration and improve air quality.

- **Water Quality/Supply:** The total 85th percentile peak flow is 13.4 cubic feet per second (cfs). Direct runoff to the bioretention and Channel account for 1.5 cfs of the peak flow. The dry wells account for the remaining 11.9 cfs. The flow to the drywells (11.9 cfs) was used to size the number of upstream drywells required for full capture. 25 drywells will capture and infiltrate up to 12.5 cfs (0.5 cfs per drywell). The remaining bypass will flow downstream to the bioretention cells and the Channel.

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

- **Construction Impacts** - Constructing the project elements, especially the excavation needed to install the drywell and bioswales within the roadway will impact local traffic especially during morning and afternoon rush hour as well as access to residential and apartment communities. These logistical challenges will need to be addressed with the community during construction.

- **Environmental Impacts** - As part of outreach efforts, the team will prepare talking points that explain measures LASAN will implement such as, dust control measures during construction or limits on the idling of construction vehicles.

- **Displacement** - While the Project will not remove any existing structures (commercial or residential), there might be an unhoused population e.g. tents, directly in the channel. These residents will be displaced in order to implement the Project Improvements. The outreach strategy will engage appropriate City agencies and non-profit partners to work with this community to ensure that they receive the services they need with the goal of getting them into bridge or permanent supportive housing.

Project Onset

The City has already conducted initial discussions with Project stakeholders including Council District 7 and community groups. Upon the Project's onset, revisiting those discussions and holding initial coordination meetings will be critical in (1) defining community outreach and community engagement goals, (2) identifying project stakeholders, (3) identifying potential project concerns and (4) developing effective outreach and engagement methods.

Table 8A. Project Engagements to Date

Engagement Activity	Date of Activity	Activity Description
Sylmar Channel Project Concept Introduction to Community	August 25, 2021	Initial concept design was presented to the community via zoom in collaboration with CD 7. Meeting included teaching the community about the goal of the project to improve water and air quality and to create more recreational and/or equestrian spaces in Sylmar.
Sylmar Channel Project Interactive Community meeting	May 11, 2022	LASAN presented the preliminary scope of the project in collaboration with CD 7 to teach community members and stakeholders about the SCW Program, the proposed channel, and how residents can get engaged.
Sylmar Channel Pop Up Table Event	July 14, 2022	LASAN in collaboration with CD 7 held a Pop-Up Table Event to engage the community about the Project and garner support for the Project.

LASAN will consult with the LA Bureau of Street Services, LA Bureau of Street Lighting, LA Bureau of Engineering (BOE), Los Angeles Department of Transportation (LADOT), and LADWP for signage, traffic studies and other street infrastructure placement so that once outreach is conducted with impacted residents, these issues can be addressed.

The Project team will meet with staff from Councilwoman Monica Rodriguez' office (Council District 7) to schedule a site visit at the Project location and seek input from Council staff regarding the following:

- Identify community stakeholders for outreach and engagement
- Identify effective community outreach and engagement methods
- Receive input on median placement concerns and other potential project concerns and issues

The Project team will extend a courtesy briefing invitation to potentially interested non-profit environmental organizations and non-governmental organizations focused on community beautification and improvement.

Project Design and Construction

Based upon LASAN best practices and input from Council District 7, and neighborhood council leadership, community outreach and engagement methods and materials will be developed and implemented throughout the life of the Project.

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.

To create the stakeholder engagement process, the Plan tasks LASAN with developing a thorough, strategic outreach plan to engage community stakeholders and interested parties/organizations. This strategic outreach plan should be carried out with assistance from the Chief Legislative Analyst (CLA), the City Administrative Officer (CAO), and other participating City departments. It should also be submitted to a committee that city council will create called the Administrative Oversight Committee (AOC) for review and modification as needed, prior to transmittal to the mayor and city council for consideration.

While the Project strategic outreach plan will be program-focused, the Plan also discusses the outreach process for specific Projects that will be submitted for each Regional Call for Project process conducted by the County, including submittal outreach to secure community support/letters and outreach touchpoints during Project review.

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 Next-Door
- Regularly scheduled project update e-mails 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.
- LACityView 35 Television news
- 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, 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

Wet Weather Water Quality Benefits

The project design elements include two main components: improvements to the existing Sylmar Channel and green street elements within the drainage area. These components will serve to enhance infiltration and sedimentation processes within the existing Sylmar Channel and surrounding drainage area. 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, Copper, Lead, & Zinc), and Total Suspended Solids.

The Project modeling was conducted to determine benefits from reductions in pollutant loading into the environment. Zinc was selected as the primary pollutant to evaluate this score because it was one of the limiting pollutants in the ULAR EWMP. The Project will result in a reduction of 86.9 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 during the 85th percentile, 24-hour storm.

Water Supply Benefits

The Greater Los Angeles region continues to face drought conditions, putting a greater strain on groundwater supplies utilized by the region. The region is seeing a push of integrated water resources planning efforts and stormwater management to the forefront, with an emphasis on projects that include low impact development and green streets, drought tolerant landscaping and vegetation, and enhanced watershed management planning to increase the region's water sustainability.

The projects' total life-cycle cost per ac-ft of stormwater/urban runoff volume captured for water supply. The annual average for stormwater capture is 206.2 AFY. A portion of the stormwater capture (75.0 AFY) is from wet weather runoff, modeled in WMMS2. The remainder is estimated from dry weather flow (131.2 AFY) based on an assumption of 0.000677 cfs of dry weather flow per acre of drainage area, which is the calculated average of 21 Los Angeles County Flood Control District (LACFCD) low-flow diversions along Santa Monica Bay. The annual life-cycle cost is estimated to be $316,850. The resulting total annualized life-cycle cost per unit of ac-ft of stormwater and/or urban runoff for the Project is $1,537/ac-ft.

Community Investments Benefits

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

The Project will divert surface flows to the improved Channel and drywells providing a flood mitigation benefit to the Project area, especially during heavier storm events. Refer to Community

Investments - Improved Flood Management, Flood Conveyance, or Flood Risk Mitigation section (A-8 for further detail of this benefit to the community).

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

The Project will create a trail or horse rest area near the Channel, north of Herrick Ave. Street parkways through additions of revegetation, parkway planters, trees, bioswales and educational signage throughout the neighborhood. Additional landscaping for the Project will also encourage communities of insects and birds to frequent the schools, the Channel, and streets. These additional and enhanced features will increase biodiversity within the Project's ecotope. Refer to Community Investments - Creation, Enhancement, or Restoration of Parks, Habitat, or Wetlands section for further detail of this benefit to the community.

3 – Enhanced Recreational Opportunities

The Project will provide enhanced and new recreational opportunities for the public with the addition of the pedestrian footpath along the channel and with the improved aesthetics of the surrounding area, thus encouraging more walking, jogging and outdoor activities. Educational features will add a new educational component for people to enjoy. The new landscaping in the neighborhood, the Channel, and the bioswales will increase biodiversity and improve aesthetics and the experience for walkers, runners and sight seers in the neighborhood. Refer to Community Investments - Enhanced or New Recreational Opportunities section (A-8) for further detail of this benefit to the community.

4 – Reducing Heat Island Effect and Increasing Shade

The Project's landscaping elements, including additional trees, vegetation, and bioswales, will provide additional shade for the public and help reduce the heat island effect. Refer to Community Investments - Reducing Local Heat Island Effect and Increasing Shade section (A-8) for further detail of this benefit to the community.

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

The Project will add approximately 45 trees and significant new vegetation to the Project area, which will help with carbon sequestration (about 556 pounds of carbon dioxide per tree per year (US Forest Service, 2009)) and improve air quality through the natural processes of plant respiration and photosynthesis. In addition, the biodiversity in this project area will increase due to the implementation of new vegetation. Refer to Community Investments - Increasing Number of Trees and Vegetation That Will Increase Carbon Sequestration for further detail of this benefit to the community.

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. A Letter of Support has been obtained from LADWP. LADWP strongly supports this Project and intends to be a funding partner with LASAN for the implementation of the Project. LADWP has committed to providing $3.3 million as leveraged matching funding. The City anticipates full support from the community for this Project. 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 the expected SCW Transfer Agreement execution date in December 2023 and the following fund disbursements. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life.

Table 10A. Proposed Project Schedule for Sylmar Channel Project

Preliminary Project Schedule																								
Task Name	FY 23-24				FY 24-25				FY 25-26				FY 26-27				FY 27-28				FY 28-29			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
Planning																								
Environmental Documents																								
Design																								
Bid & Award																								
Construction																								
Monitoring																								
Outreach																								

Abbreviations and Acronyms

AACE	Association for the Advancement of Cost Engineering
AFY	Acre Feet per Year
AOC	Administrative Oversight Committee
BMP	Best Management Practice
BOE	Bureau of Engineering
CAO	City Administrative Officer
CLA	Chief Legislative Analyst
cfs	Cubic Feet per Second
DAC	Disadvantaged Community
FY	Fiscal Year
EWMP	Enhanced Watershed Management Program
ISI	Institute for Sustainable Infrastructure
LACFCD	Los Angeles County Flood Control District
LADOT	Los Angeles Department of Transportation
LADWP	Los Angeles Department of Water and Power
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation and Environment
O&M	Operation and Maintenance
SCWP	Safe, Clean Water Program
sf	Square Feet
SIP	Stormwater Investment Plan
TMDL	Total Daily Maximum Load
ULAR	Upper Los Angeles River
WASC	Watershed Area Steering Committee
WMP	Watershed Management Plan
WMMS2	Watershed Management Modeling Program 2

BPW-2024-0031

TRANSMITTAL NO. 9

City of Los Angeles - Safe Clean Water Program

Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project

Regional Program - Scope of Work

FY 2023-24



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A-1. Budget Plan

The Upper Los Angeles River (ULAR) Watershed Area generates up to $39 M of annual Regional Program funds. For Fiscal Year 2023-2024 (FY 2023-24), the ULAR Watershed Area Steering Committee (WASC) voted to include the Eagle Rock Boulevard: A Multi-Modal Stormwater Capture 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 2027-28. The amount of Safe Clean Water Program (SCWP) contribution that was approved by the ULAR WASC in the SIP on April 26, 2022 is shown below (Table 1A).

Table 1A. The SCW Program contribution for the Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project

FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
$1,089,238	**$155,599**	**$3,206,443**	**$3,181,443**	**$7,632,723**

The Construction cost for this Project is estimated to be $12,775,780. 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. The City also has a 710 Mobility Improvement Project (MIP) project in the vicinity which would expand the existing median island and install additional street trees. 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.

Table 1B. Budget Plan

Development Phase	SCW Funding per Fiscal Year				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
Design	$1,089,238	-	-	-	$1,089,238
Bid/Award	-	$155,599	-	-	$155,599
Construction	-	-	$3,206,443	$3,181,443	$6,387,886
TOTAL	**$1,089,238**	**$155,599**	**$3,206,443**	**$3,181,443**	**$7,632,723**

A-2. Consistent with SCW Program Goals

The Project provides an opportunity to integrate stormwater management, mobility, and equity that is both intentional and resourceful. The Project was envisioned by the community and integrates with the SR-710 North MIP funded bicycle infrastructure, pedestrian safety improvements, improved transit connections, and public spaces to create a safe, green, and vibrant neighborhood in line with the goals of the SCW Program. The project will include stormwater BMP elements alongside the SR-710 MIP improvements to accomplish stormwater quality compliance, provide water supply benefits, and realize community investment and environmental sustainability benefits consistent with the SCW Program goals and mission. The Project, as analyzed in the Feasibility Study Report, will implement biofiltration, pretreatment and retention in storage to capture runoff up to the 85th percentile 24-hour storm, and treatment of the stored water for street median and parkway landscape use. The design mechanisms that will be used to achieve the SCW Program goals will be verified during the Design phase.

Water Quality Benefits

The Project area is located within the ULAR Enhanced Watershed Management Program (EWMP) area. The EWMP identified the limiting pollutants for ULAR are zinc and E. coli. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants. 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 drainage area for the project is 2,220 acres and covers the ULAR WMP area. This project has the potential to offer runoff storage and water quality benefits that can address the needs for stormwater management to achieve compliance in the WMP. The primary BMP treatment for the project is a subsurface storage basin proposed under portions of the proposed median on Eagle Rock Boulevard to capture stormwater and distribute to above ground biofiltration basins located within the limits of the proposed median. The project aims to add 1.26 ac-ft of storage towards the needed regional BMP capacity of the WMP subwatershed 648049.

The Project scored 40 out of the possible 40 points available for the Water Quality Dry Weather Only Section.

Water Supply Benefits

The Project overlies the San Fernando Basin groundwater basin. The City's water supply sources currently include imported water from the Los Angeles Aqueduct and the Metropolitan Water District (MWD) of Southern California, local groundwater, and recycled water. A geotechnical study of the project area indicated poor infiltration capacity of the soils, liquefiable nature, and elevated groundwater. Due to these conditions the project is not anticipated to provide water supply benefits to the region outside of converting the turf median to native vegetation thus lowering the overall water demand.

Community Investment

The project area in Eagle Rock is currently habitat-poor and in an area of moderate park need. The area is highly developed with dense commercial and residential uses that limit open spaces for communal gatherings and ecological benefit. The project aims to increase the native vegetation within the area and encourage bees, butterflies, and birds to migrate to the area. The Eagle Rock Boulevard project is proposing an expansion of the median that will add 18 native trees and 39,200 square feet of shrubs and grasses. These native plantings will provide habitat and increase the overall shade canopy of the corridor. Sections of the median will be utilized as a biofiltration basin where all dry-weather flows from both the local street and the 90-inch line will be captured and infiltrated. During wet-weather events, the local street runoff will enter the biofiltration cells and infiltrate into the subgrade. These cells create new habitat and seasonal wetland areas along the corridor.

The street presently has parking along the curb, a bike lane, and then the driving lanes. This places the cyclists in a potentially dangerous position as cars can be moving on both sides of them and crossing the bike lane with regular frequency while parking. A goal of the transportation improvements is to increase the safety of the cyclists and pedestrians by providing a separate and dedicated lane from all vehicles. The proposed protected bike lanes along Eagle Rock Boulevard will enhance cycling safety along Eagle Rock Boulevard. This project proposes that the bike lane be moved closer to the curb and separated from vehicle traffic by a row of elevated curb planters. The on-street parking will be closer to the driving lanes and will not require crossing over the bike lane to park. Placement of a park or walking path on the
median is under consideration to provide more recreational space on site.

The Project scored 5 out of the total possible 10 points available for the Community Investment Section.

Nature Based Solutions

The project includes numerous nature-based components installed above the subsurface storage gallery and proposed street improvements. Biofiltration with native vegetation will be added to the widened median on Eagle Rock Boulevard and planters built to create a protected bike lane. The native vegetation and biofiltration will provide a natural habitat, increase community benefits, and provide opportunities for educational engagement. The subsurface storage gallery will pump captured dry-weather flow to the biofiltration basin where treatment relies on soils for pollutant removal.

The native vegetation within the median will include 18 new native trees and over 39,200 square feet of native shrubs, perennials, and grasses. The additional trees will bring the total up to 32 trees within the selected corridor segment increasing the shade canopy by approximately 3,600 square feet to a total of 7,800 square feet. The added canopy and vegetation is anticipated to sequester approximately 79 lbs of CO2 per year (assuming 955 lb CO2/ac/yr).

The Project scored 10 out of the total possible 15 points available for the Nature-Based Solutions Section.

Leveraging Funds and Community Support

The Project originated as a community effort to transform Eagle Rock Boulevard from a high-speed car focused corridor into a multi-modal facility that provides safe and efficient movement of pedestrians, bicycles, transit and vehicles. The City, with support from community partners, was successful in securing funds through the SR-710 MIP program for the bicycle and pedestrian safety improvements.

The City has conducted extensive outreach with the local Eagle Rock community in preparation of the conceptual design and feasibility study. During these various events, the City sought to partner with the local residents and businesses to incorporate their daily experiences along the Eagle Rock corridor. This collaboration started with the community members identifying challenges and their view of opportunities at the project site. The City synthesized the community input and created initial solutions that were then subsequently taken back to the community for their thoughts and ideas. The additional input informed the present layout and conversations continue to happen as the community and City are collaborating on the best style of median that will give the neighborhood what they desire. This partnership approach has involved, informed, educated, and collaborated with persons from different backgrounds and experiences and provides a project that the residents are excited to see come to fruition.

The Project scored 10 out of the total possible 10 points available for the Leveraging Funds Section.

Quantitative Target and Corresponding Metrics

For the ULAR watershed, this Project represents an exemplary opportunity to provide water quality, water supply, and community benefits to a DAC. The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 65 points. 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
Water Supply Storage Volume	ac-ft subsurface storage	1.11 ac-ft	June 2027
New Trees Planted	# of new trees planted	18	June 2027
Removed Impermeable Area	SF of impermeable area removed	47,900 SF	June 2027

A-3. Estimated Reasonable Total Activity Cost

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Planning	$242,477
Design	$2,178,479
Bid/Award	$311,198
Construction	$12,775,780
Total Project Cost	$15,507,934

The City has evaluated other sources of funding for this project and is utilizing a portion of the $16.4M secured from the 710 MIP funds to provide a 50% match for the stormwater elements requested from the Safe, Clean Water Program.

- **Planning Phase Cost Share.** The City provided funding for the Feasibility Study and the preliminary geotechnical testing for this project.
- **Design/Construction Phase Cost Share.** The City will utilize funds from the 710 MIP to match up to 50% of the total design and construction costs of the project.

Table 3B. Cost Share Summary

Type of Cost Share	Amount	Status	Description
Grant Awards	$16,362,000	Commitment Received	The City was awarded funds from the 710 MIP to improve conditions along Eagle Rock Boulevard. Proposed improvements include new trees and landscaping, biofiltration, a new median, protected bike lanes, and improved sidewalks. Half of this grant is going towards design and construction of the project described herein. Conditions: • Reporting to Caltrans & Metro • Transportation related expenses

A-4. Funded Activity Description and Scope of Work

The Project aims to improve the City's water quality by capturing, treating, infiltrating and reusing stormwater while also providing community enhancement through greening of the Project area. The Project is located on Eagle Rock Boulevard between Westdale Avenue and York Boulevard within the ULAR watershed area in the community of Eagle Rock, Council District 14. The Project area is in a Disadvantaged Community (DAC) and will benefit the community through increased green space to reduce the local urban heat island effect, treating stormwater to increase the aesthetic value of the Los Angeles River and improve habitat for local flora and fauna. The native vegetation proposed for the median island will increase carbon sequestration and provide physical and mental benefits to residents.

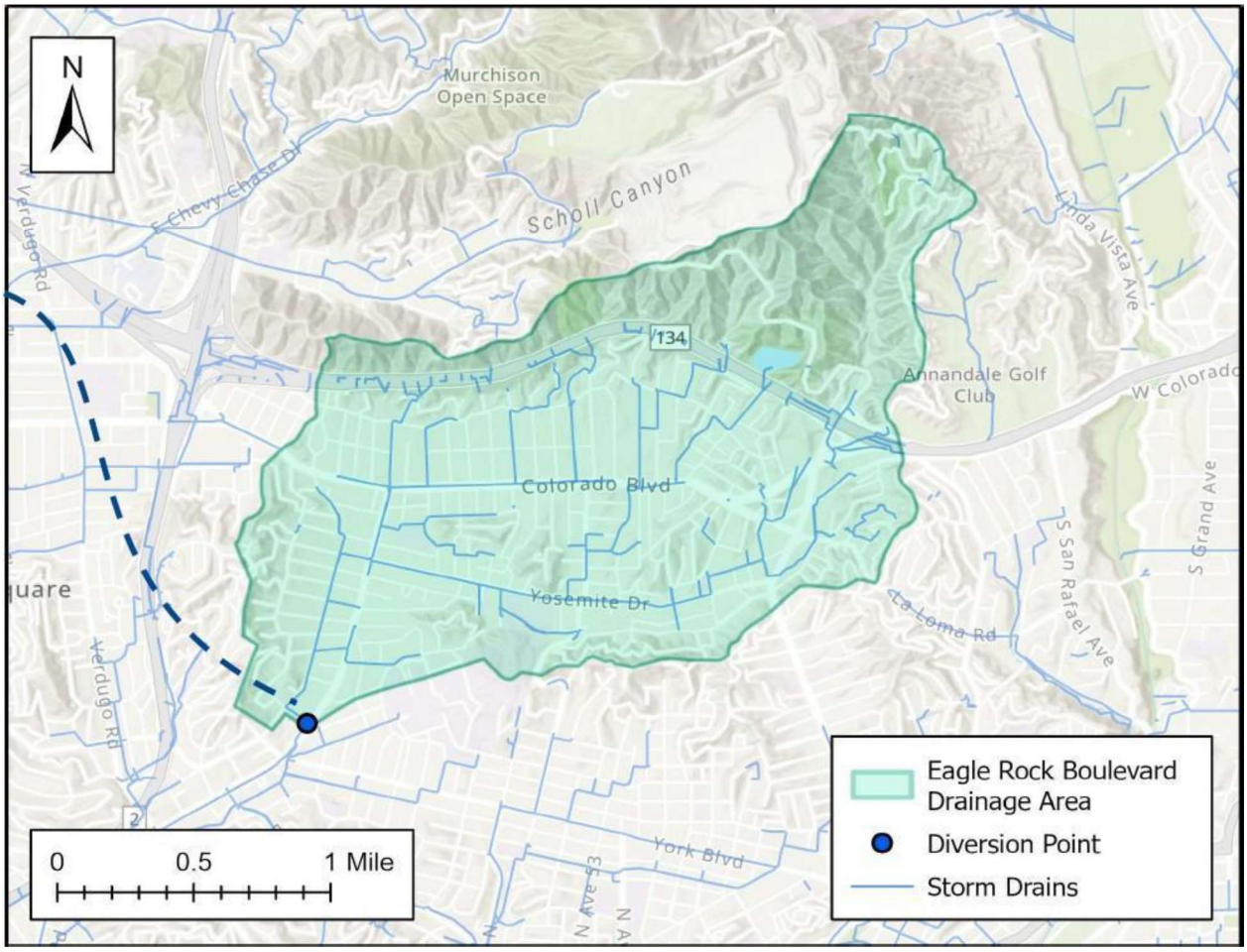


Figure 1. Location Map with Drainage Areas Indicated

Based on the Feasibility Study Report, the Project is expected to capture drainage from a 2,220 acre area which covers the ULAR WMP Group jurisdictions of Los Angeles, Glendale, and Pasadena. A manhole junction structure is proposed along the 90-inch reinforced concrete arch to divert dry-weather runoff to the pretreatment device and eventually the subsurface storage. Captured flows will be pumped to the surface biofiltration basin.

For this project, a Nutrient Separating Baffle Box (NSBB) or hydrodynamic separator (HDS) is proposed to be installed at the diversion point. These systems can remove up to 20% of nitrogen, 19% of phosphorus, and 90% of total suspended solids, and meets requirements for full trash capture TMDL programs. At least 80% of particles that are 150 microns or larger can be removed for the proposed diversion flow of 10 cubic feet per second (cfs)x. Within the NSBB, a skimmer collects hydrocarbons, a screen cage captures and stores debris in a dry state, and stormwater is directed through three successive sediment chambers to settle out solids. Deflectors within each sediment chamber prevent scouring. For the HDS units, a screen captures floatables while the vortex created within the system pushes all sediments to the outside edges where they sink into the sump. A target flow rate for the device will be based on the final design of the diversion structure. It will be designed to have the capacity to treat the maximum flow diverted to the unit. The size of the unit will also be based on the estimated sediment that will be collected in the sump to maximize sediment removal while balancing the routine maintenance required. The estimated time to completion for the project is 3 years.

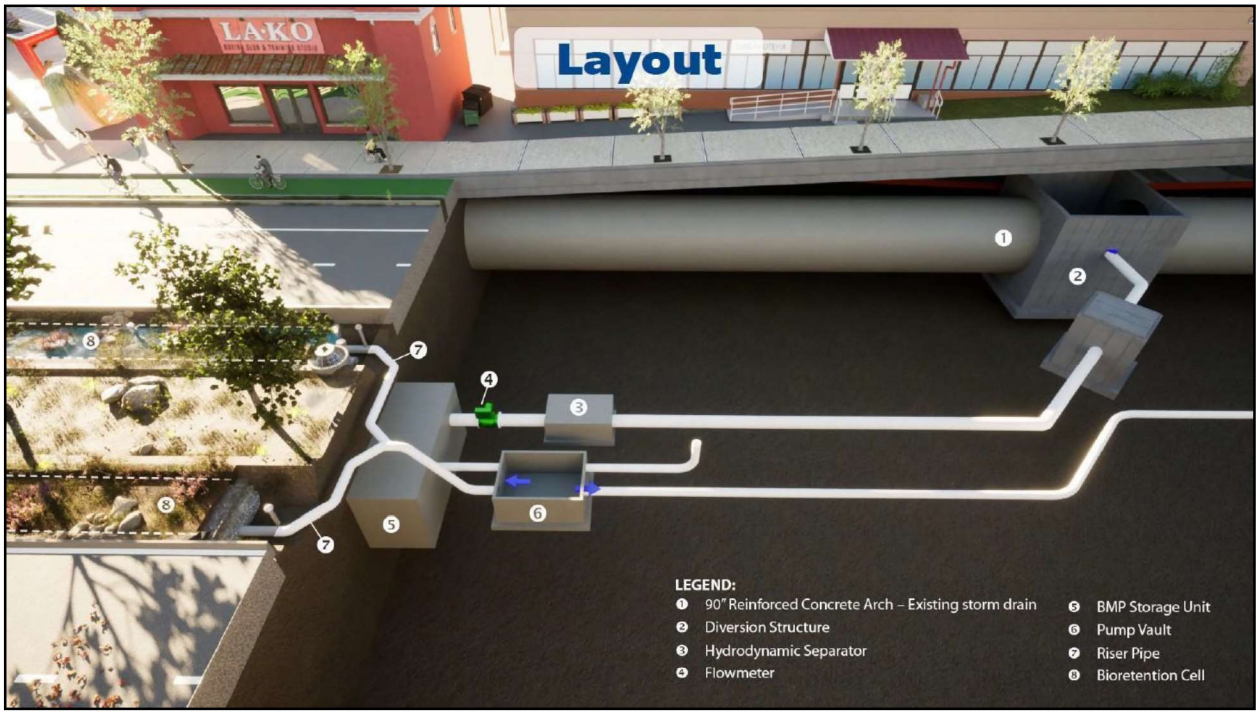


Figure 2. Proposed Water Capture Supply Schematic



Figure 3. Rendering of Project

Capture Area Details

The Eagle Rock Boulevard project is located approximately 2 miles upstream of the Taylor Yard location. Presently, the Taylor Yard project is aiming to improve the water within the LA River and does not specifically target the City storm drain line that drains the Eagle Rock Boulevard project area. The Eagle Rock Boulevard project will allow the Taylor Yard project to target the other three discharge pipes that pass near or through Taylor Yard.

Land uses within the drainage area are mostly single family residential located in the neighborhoods surrounding Eagle Rock Boulevard with multi-family residential, commercial and institutional land uses fronting the corridor. Stormwater runoff is conveyed through the storm drain network to the project site. The drainage area encompasses various jurisdictions providing benefit to multiple watershed partners.

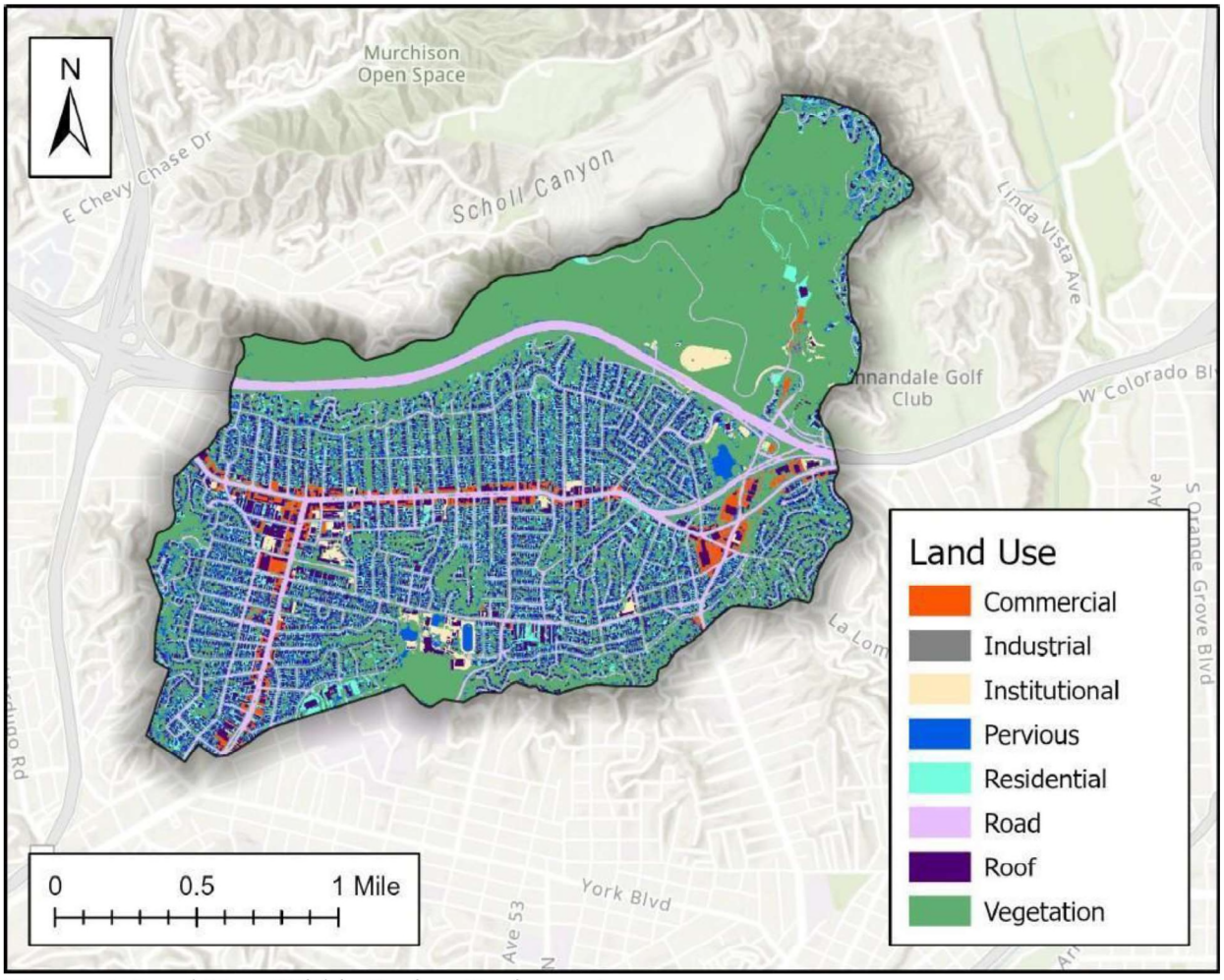


Figure 4. Land Uses Within Project Drainage Area

Project Status and Funded Activities

The Feasibility Report for the Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project was completed on July 29, 2022. The Project aims to reduce long-term dry-weather pollutants within the Los Angeles River, with bacteria being the identified limiting pollutant in the EWMP. Long-term annual loading of the pollutants will be reduced through diversion of stormwater from the existing 90-inch reinforced concrete arch (City of Los Angeles Plan No. 29680) into a subsurface storage tank in the Eagle Rock Boulevard right-of-way between York Boulevard and North Avenue 45 that is then pumped up to a surface biofiltration basin. The project is currently awaiting approval with a tentative funding transfer date around May of 2024.

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

Long-term maintenance of the system is vital to its continued operation. The City will be the responsible party for the O&M of the completed project. An O&M life cycle of 50 years was assumed.

A full draft maintenance plan will be developed as a part of the 100% final design. The maintenance plan will include details on equipment needed and standard practices and procedures. The final maintenance plan will be completed at the end of construction when actual brands and part information is made available.

Table 5A. Typical O&M Activities

BMP Component	Operation and Maintenance Duties
- Diversion	- Diversion Structure Inspection & Cleaning
- Pretreatment	- Pretreatment Device Vacuum
- Wet Well	- Wet Season Inspection - Wet Season Cleaning - Valve Maintenance - Control Panel Maintenance
- Storage	- Inspection & Cleaning
- Landscaping	- Plant Maintenance & Invasive Removal - Irrigation System Inspection & Spot Repair

A-6. Post-Construction Monitoring

Historic Monitoring

Historic monitoring of the pipe has not been performed to date. It is recommended that the runoff flows be continuously measured during the design phase of the project to establish baseline conditions for water quality and flow rates.

Project Monitoring Plan



Figure 5. Proposed monitoring locations for the Eagle Rock Boulevard Project

A full monitoring plan will be developed as a part of the 100% final design documentation. The preliminary identified constituents of concern are bacteria (for dry-weather), metals (copper, lead, and zinc), nitrogen compounds, and trash. Flow, pH, and temperature should also be monitored. Figure 5 shows the possible monitoring locations that can establish the system performance. Three locations are proposed: at the proposed diversion structure, within the tank, and at the proposed reconnection to the storm system. The plan will demonstrate how the estimated benefits outlined in Section 3 and 4 of this report will be evaluated. Real-time monitoring of the upstream drainage area and the system will be evaluated to optimize the performance and operation of the system to target the most polluted flows and maximize storage volume balance.

A-7. Sustainability Rating

The commitment of the City to use Envision draws attention to the importance and value of developing infrastructure more sustainably. The 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 Eagle Rock Boulevard: A Multi-modal Stormwater Capture 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 on whether to proceed 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 SCWP. 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 and its community benefits, as well as community concerns and impacts during construction, will be important when 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:

- **Flood Mitigation** - Residents and businesses will experience reduced flood hazards to the street and private property, enhanced safety to motorists and pedestrians during storm events and improved access that might otherwise be impeded during storm events.

- **Water Quality/Supply** - Through the installation of 0.6 acres of surface biofiltration and a 1.0 ac-ft underground storage reservoir for dry-weather capture, the Project will result in environmental benefits associated with improved water quality, enhanced local water supplies, and increased sustainability through the use of drought-tolerant landscaping and innovative infrastructure for stormwater capture.

- **Aesthetic/Environmental Enhancements** - The addition of 18 trees and approximately 39,200 square feet of new landscaping area with a focus on native plantings will create a more aesthetically pleasing environment, reduce the heat island effect, improve air quality, and increase biodiversity by creating habitat for wildlife.

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

- **New Median** - Local businesses and residents may raise questions and concerns about where the new median/median gap closures are to be placed and whether they will impede access to their properties/businesses or alter the traffic patterns in the area.

- **Construction Impacts** - Constructing the project elements, especially the excavation needed to install the median within the roadway will impact local traffic, especially during morning and afternoon rush hour, as well as access to residential and apartment communities. These logistical challenges will need to be addressed with the community prior to and during construction.

- **Environmental Impacts** - Dust control and other potential environmental impacts will need to be addressed with the community during outreach efforts. The team will prepare talking points that explain measures the City will implement to address potential environmental impacts.

Project Onset

StreetsLA, in partnership with Council District 14 (CD 14), and the Los Angeles Department of Transportation (LADOT), has conducted extensive outreach with the local Eagle Rock community in preparation of the conceptual design and feasibility study. To date, the following activities have been performed:

- Information mailers to 15,000 people
- 40 outreach events including advisory committee meetings
- 15 general community events, tabling, walking door to door (twice)
- Received 300 requests for project updates through messaging
- Council Office emails to all listed residents on multiple occasions
- Advertisement in the community paper with a subscription base of over 10,000 people
- Flyers to the students of Eagle Rock Elementary School and St Vincent's twice
- Engaged with community partners including The Eagle Rock Association (TERA), the Eagle Rock Neighborhood Council (ERNC), Northeast Los Angeles (NELA) Community, Search to Involve Pilipino Americans (SIPA), and Armenian National Committee of America (ANCA)
- Created an informative project webpage
    - https://streetsla.lacity.org/eaglerock

During these various events, the City sought to partner with the local residents and businesses to incorporate their daily experiences along the Eagle Rock corridor. This collaboration started with the community members identifying challenges and their view of opportunities at the project site. The City synthesized the community input and created initial solutions that were then subsequently taken back to the community for their thoughts and ideas. The additional input informed the present layout, and conversations continue to happen as the community and City are collaborating on the best style of median that will give the neighborhood what they desire.

Project Design and Construction

The Project has been identified as a multi-benefit project that will improve water quality by capturing and treating stormwater and urban runoff. Implementation of this project will also contribute to improved public health by including design elements that enhance open space and recreational opportunities. Successful project delivery will require a final design that has broad public support and reflects the needs of the community, and stakeholders.

The following describes the goals, process, and activities required to complete a successful Community Outreach Program.

Objectives

Inform

- Provide public with objective information to assist with understanding the project's purpose, process, goals, and progress

Consult

- Obtain public feedback on alternatives and decisions
- Solicit input to identify design features that reflect the community's needs Involve
- Work directly with the public throughout the project life
- Ensure fair distribution of benefits and burdens across all segments of the community
- Partner with the public in each aspect of the decision including development of alternatives and identification of the preferred solution

Process

Phase 1 - Baseline Evaluation

This phase includes identifying stakeholders, providing the community with baseline information about the project, and understanding issues within the community in order to efficiently communicate the project's goals and recognize how they align with other community goals.

Identifying Stakeholders

Community Stakeholders: Community and regional stakeholder groups who the team will include early in the engagement process to make sure project access, participation, and outcomes reflect the diversity of the project area.

Partners and Collaborators: Community-based organizations (CBOs), non-governmental organizations (NGOs), advocacy groups and influencers, who can serve as partners in the engagement and planning process, and assist the team in education and engagement to membership bases and networks about the project will also be engaged.
Residents and neighborhood groups: Members of the Eagle Rock community that live near the

project and interested residents' groups.

Visitors and users groups: Community members who visit the area near Eagle Rock Boulevard. This also includes volunteer groups, clubs, and users of nearby facilities.

Business: Commercial and retail businesses that could be impacted or affected by the project will need to be informed about the project.

Phase 2 - Public Connection

This phase includes focused conversations with the public to learn more about their thoughts about the project and solicit input on project features to inform refinements for the project design.

Communication Channels

Materials will be designed for distributing to the community in collaboration with the community partners. These materials will be designed for print and adapted to digital formats and uploaded to online platforms.

Print Materials selected will be coordinated with the City but may include: fact sheets, posters, palm cards, and door hangers.

Digital platforms will be used to engage stakeholders and community members by communicating information about the project, announce and promote workshops, and opportunities to provide input. Platforms may include: Facebook, Twitter, Instagram, and project website.

A calendar of posts will be created throughout the project timeline which relate to important project milestones, community workshops and events. These posts will be adapted and made available to partner NGOs and CBOs for sharing on their social media platforms.

Activities

Stakeholder Roundtables - These meetings will be in person or virtual and serve as opportunities to present the purpose and goals of the project, provide an update on the process, get feedback about community needs, and address questions.

CBO and NGO Meetings - These virtual or in-person sessions will focus on educating and training CBO and NGO representatives about the project and how they can use the communication tools to engage residents, business, facility users and visitors, advocacy groups, and others in the process.

Workshops - Public workshops will be organized to educate the local community about the purpose and goals of the project, build an understanding about the project development process, and collect input on issues and opportunities related to the projects. To make sure a cross section

of the community and stakeholders is reached and accessible, these will be held in person and on a web-based platform (see digital format below). These could also be held on different days and times.

- ***Workshop #1 Project Purpose and Goals*** - This workshop will take place during the Feasibility Study phase and convened to inform the community about the project purpose, goals, features, timeline, and opportunities for community involvement. The team will present the project benefits and potential challenges of the project that will need to be addressed. Input will be collected to inform project elements that the community would like to see incorporated into the process.
- ***Workshop #2 Project Benefits and Impacts*** - During the design phase, the project team will present how the input received in the first round of meetings was incorporated into the project. Concerns raised in the previous meeting will be discussed and the project team will review how these will be addressed or mitigated. A public hearing would be planned if environmental review is required for the project.

Phase 3 - Final Product

This phase will be the final step in the outreach process. This will provide community members with an opportunity to see how the community outreach process informed the final project.

- ***Workshop #3 Final Draft Design*** - Later in the design phase, the project team will host a meeting with project stakeholders and community to review the final design. Graphic and visual materials will be used to present the elements of the project and discuss how constraints, technical findings, and community input were considered in the final design.

Los Angeles County Safe Clean Water Program Requirements/Acknowledgement

Per the County of Los Angeles Safe Clean Water Program Community Outreach and Engagement requirements, 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

Water quality/MS4 compliance for dry-weather pollutants is a primary need that the Eagle Rock Boulevard project is addressing. The ULAR EWMP's Reasonable Assurance Analysis (RAA) used the Watershed Management Modeling System (WMMS) developed by the LACFCD and the United States Environmental Protection Agency (USEPA)WMMS to demonstrate that the activities and control measures outlined in the EWMP will achieve applicable Water Quality Based Effluent Limitations (WQBELs) and/or Receiving Water Limits (RWLs) with any compliance deadlines during the current MS4 Permit term. Modeling was performed to quantify necessary load reductions to achieve the milestones. Based on these load reduction targets, a pollutant reduction plan was established that outlines the types and sequencing of BMPs for each jurisdiction to achieve milestones according to the schedule. The RAA provides a detailed list of the capacities needed for BMPs over time, incorporating the existing BMPs and control measures identified in the WMP. These recommendations serve as goals for each jurisdiction to seek opportunities for implementation over time. The limiting pollutant in the ULAR WMP was determined to be zinc as elaborated in Section 6.2.6 of the ULAR WMP. Reductions of zinc during WMP implementation are expected to drive reduction of other pollutants by emphasizing sediment control and retention.

The proposed Eagle Rock Boulevard project represents a major investment by the City to enhance alternative transportation options and improve water quality to comply with the MS4 Permit. It was imperative that 1) the project is planned and designed to maximize pollutant removal per dollar of investment and 2) the project is readily maintainable by municipal staff and least disruptive to everyday street operations. One of the major considerations of this project was fitting the stormwater treatment facilities within the proposed increased median and along the parkway strips and protected bike lanes. There are ongoing conversations with the community on the style of median and bike lanes with one option having them protected along the edges of the right-of-way and the alternative placing a pathway with bike lanes within the median. The feasibility study and conceptual design are flexible enough to encompass both possible scenarios as design continues to move forward.

While subsurface stormwater storage is capable of handling traffic loads, the available footprint was limited to the median area to ensure that maintenance crews would have protected access and not require traffic control when performing maintenance on the system. This limits the disruptions while still allowing for mature trees and alternative uses on the surface.

Water Supply Benefits

Due to the poor infiltrative capacity of the soils, liquefiable nature, and elevated groundwater, the project is not anticipated to provide water supply benefits to the region outside of converting the turf median to native vegetation thus lowering the overall water demand.

The geotechnical study indicated that infiltration was not feasible at the project site and efforts were turned to focus on dry-weather capture and use of biofiltration to treat. The median will incorporate low water native plantings to ensure the overall water demand is lowered.

Community Investments Benefits

The Eagle Rock Boulevard Project will provide four (4) community investment benefits: create/enhance park space, create/enhance new recreational activities, reduce the heat island effect, and increase the number of trees and area of vegetation.

1 – Creation, Enhancement, or Restoration of Parks, Habitat, or Wetlands
The project area in Eagle Rock is currently habitat-poor and in an area of moderate park need. The area is highly developed with dense commercial and residential uses that have limited open spaces for communal gatherings and ecological benefit. The project aims to increase the native vegetation within the area and encourage bees, butterflies, and birds to migrate to the area.

The Eagle Rock Boulevard project is proposing an expansion of the median that will add 18 native trees and 39,200 square feet of shrubs and grasses. These native plantings will provide habitat and increase the overall shade canopy of the corridor. Sections of the median will be utilized as a biofiltration basin where all dry-weather flows from both the local street and the 90-inch line will be captured and infiltrated. During wet-weather events, the local street runoff will enter the biofiltration cells and infiltrate into the subgrade. These cells create new habitat and seasonal wetland areas along the corridor.

2 – Enhanced Recreational Opportunities
The street presently has parking along the curb, a bike lane, and then the driving lanes. This places the cyclists in a potentially dangerous position as cars can be moving on both sides of them and crossing the bike lane with regular frequency while parking. A goal of the transportation improvements is to increase the safety of the cyclists and pedestrians by providing a separate and dedicated lane from all vehicles.

The proposed protected bike lanes along Eagle Rock Boulevard will enhance cycling safety along Eagle Rock Boulevard. This project proposes that the bike lane be moved closer to the curb and separated from vehicle traffic by a row of elevated curb planters. The on-street parking will be closer to the driving lanes and will not require crossing over the bike lane to park. Placement of a park or walking path on the median is under consideration to provide more recreational space on site.

3 – Reducing Heat Island Effect and Increasing Shade

Eagle Rock Boulevard has limited tree canopy and shaded areas due to excessively wide lanes. This leads to elevated temperatures along the street, creating pockets of trapped heat that place added burden to the community to help to try and stay cool. The existing median canopy is approximately 4,200 square feet and consists of 14 trees within the stretch from York Boulevard to Westdale Avenue.

As a part of this project, landscape plans include an additional 18 native trees and 39,200 square feet of new native shrubs and grasses to be installed along the median. The initial estimated proposed canopy is an additional 3,600 square feet (total of 7,800 square feet) and 18 new trees (total of 32 trees). Introducing trees and other native plants combined with the net removal of impervious surfaces will reduce the urban heat island effect along the corridor.

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

Existing vegetation along the median includes grass, a variety of small to medium trees, and small potted plants. The tree count is limited along the corridor and ample opportunity exists to add trees to both the median and the roadway edges.

The project focused efforts on increasing the tree count within the median and currently an estimated additional 18 trees are proposed within the street. The additional trees will bring the total up to 32 trees within the selected corridor segment. During the design, additional efforts will be made to add more trees along the roadway edges to help provide added shade to the sidewalks and store fronts. The new trees will increase the shade canopy by approximately 3,600 square feet. The added native canopy and vegetation is anticipated to sequester approximately 79 lbs of CO2 per year (assuming 955 lb CO2/ac/yr).

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. The Project has secured leverage funding. The City was successful in securing funds through the SR-710 North MIP. The community is in strong support of the project, consistently advocating for change over several

years to address the high incidence of traffic fatalities and environmental health hazards in the area. 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 Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project is included in Table 10A. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life.

Table 10A. Proposed Project Schedule for Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project

Phase	FY 24-25				FY 25-26				FY 26-27				FY 27-28			
	2024		2025				2026				2027				2028	
	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ
Design																
Bid-Award																
Construction																

Abbreviations and Acronyms

ANCA	Armenian National Committee of America
CBO	Community Based Organization
DAC	Disadvantaged Community
EIR	Environmental Impact Report
ERNC	Eagle Rock Neighborhood Council
EWMP	Enhanced Watershed Management Program
FY	Fiscal Year
HDS	Hydrodynamic Separator
ISI	Institute for Sustainable Infrastructure
LACFCD	Los Angeles County Flood Control District
LADOT	Los Angeles Department of Transportation
LARWQCB	Los Angeles Regional Water Quality Control Board
MIP/MIPs	(SR-710) Mobility Improvement Projects
MS4	Municipal Separate Storm Sewer Permit
MWD	Metropolitan Water District
NELA	Northeast Los Angeles
NGO	Non-Governmental Organization
NSBB	Nutrient Separating Baffle Box
O&M	Operation and Maintenance
RAA	Reasonable Assurance Analysis
RWL	Receiving Water Limitations
SCWP	Safe Clean Water Program
SIP	Stormwater Investment Plan
SIPA	Search to Involve Pilipino Americans
TERA	The Eagle Rock Association
TMDLs	Total Daily Maximum Loads
ULAR	Upper Los Angeles River
USEPA	U.S. Environmental Protection Agency
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling System
WMP	Watershed Management Plan
WQBEL	Water Quality Based Effluent Limitations

BPW-2024-0031

TRANSMITTAL NO. 10

City of Los Angeles - Safe Clean Water Program
Wilmington Anaheim Green Infrastructure Corridor Project
Regional Program - Scope of Work
FY 2023-24



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A-1. Budget Plan

The South Santa Monica Bay (SSMB) Watershed Area generates up to $17.4 M of annual Regional Program funds. For Fiscal Year 2023-2024 (FY 23-24), the SSMB Watershed Area Steering Committee (WASC) voted to include the 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 Wilmington Anaheim Green Infrastructure Corridor Project (Project) is scheduled to be constructed by FY 26/27. Table 1A includes the amount of Safe Clean Water Program (SCWP) contribution for each fiscal year that was approved by the SSMB WASC in the SIP for the Project on February 15, 2023.

Table 1A. The SCWP contribution for the Wilmington Anaheim Green Infrastructure Corridor Project

Fund Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
SCWP Regional Program Award	$513,200	$1,362,400	$2,014,900	$5,755,400	$628,600	$10,274,500

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. The City will provide City Services in the amount of $2,012,000 (16 percent of the Project total cost) to be used as leveraged funds for this Project. The City Services include Project Conceptual Report, Feasibility Study, Soils Assessment Report, Hydrology Report, staff resources, plan checking, construction management, inspection, outreach, and monitoring. The Project's Budget Plan identifies the amount of SCWP contribution for all phases and tasks included in the project's work schedule. The 5-year Budget Plan for the Project is shown in Table 1B.

Table 1B. Budget Plan

Development Phase	SCW Funding per Fiscal Year					
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
Planning	$200,000	-	-	-	-	$200,000
Design & CM	$289,200	$1,362,400	$144,600	$144,500	-	$1,940,700
Construction	-	-	$1,870,300	$5,610,900	-	$7,481,200
O&M	-	-	-	-	$463,100	$463,100
Monitoring	$24,000	-	-	-	165,500	$189,500
TOTAL	**$513,200**	**$1,362,400**	**$2,014,900**	**$5,755,400**	**$628,600**	**$10,274,500**

A-2. Consistent with SCW Program Goals

The Project will provide community benefits while also providing water quality benefits that meet the objectives of the SCWP goals. The Project, as presented in the feasibility study, will implement a storm drain diversion to the Wilmington Recreation Center underground detention tank from the intersection at Fries Avenue and C Street, and green street elements distributed throughout the 173 acre drainage area that include 50 street trees, 1,000 linear feet (LF) of parkway bioswales, approximately 6,050 square feet (sf) of permeable pavers, and a pretreatment hydrodynamic structure. The Project's SCWP Regional scoring presented in the feasibility study outlines how the Project is meeting the SCWP goals.

Water Quality Benefits- Wet Weather

The Project is located within the area covered by the Dominguez Channel Watershed Management Area (DCWMA) Group. The Dominguez Channel Watershed drains a highly urbanized and industrialized area with various nonpoint sources of pollution that contain persistent legacy pesticides, PCBs, and metals, particularly zinc. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants, including the following: Lead, Copper, Zinc, DDT, and PVBs. 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 is a regional project led by Los Angeles Sanitation and Environment (LASAN) to implement a regional multi-benefit stormwater project in the Dominguez Channel Watershed and will improve water quality through the removal of primary and secondary pollutants affecting local water bodies. The Project will incorporate nature-based solutions (bioswales and street trees), increase local water supply (160 acre-feet average annual capture), provide flood control benefits, add green spaces, increase biodiversity of the area, reduce heat island effect, and improve air quality.

Under the Water Quality Benefits, projects can score a total of 50 points for effectiveness and extent of pollutant reduction. The Project achieved a score of 44 points for Wet Weather Water Quality Benefits. It achieved a Water Quality Cost Effectiveness value of 0.8 acre-feet (AF) capacity per capital cost in millions, resulting in 14 points. The analysis results for pollutant reduction obtained from the Watershed Management System (WMS) show an 86% and 85% percent removal of the primary pollutants Zinc and bacteria, respectively, and 100% percent removal of the second-class pollutant, trash, resulting in 30 points for the Water Quality Benefit.

Water Supply Benefits

Under the Water Supply Benefits, projects can score a total of 25 points under two categories: cost effectiveness and benefit magnitude. The estimated annualized life-cycle cost for the Project is $955,823, which includes a $463,100 annual maintenance costs. This annualized cost divided by total annual average capture volume of 160 AF results in a per AF cost of $5,974 acre-feet per year (AFY), which is over the $2,500 AFresulting in zero points in this category. The Project will capture an average of 75 AF of wet weather runoff and 85 AF of dry weather runoff per year from a 173-acre drainage area for a total water supply volume of 160 AFY, resulting in 5 points under the benefit magnitude section. The capture flows will be diverted into a pretreatment device before flowing into an underground storage tank planned at the Wilmington Recreation Center, where the captured volume will be pumped into the sewer system to be recycled at the Terminal Island Water Reclamation Plant.

Community Investment

Under Community Investment Benefits, projects can obtain up to a total of 10 points based on the amount of community benefits offered by the project. The Project offers four community benefits, as defined by the SCWP criteria which include flood risk mitigation, reduction of local heat island effect by increasing shade, improve public health by the addition of 50 trees that will increase carbon reduction/sequestration helping to improve air quality, and enhanced the habitat with native landscaping that will improve the biodiversity and provide a more inviting aesthetic appeal to public areas, resulting in 5 points.

Nature Based Solutions

Under Nature Based Solution, projects can obtain a total of 15 points for implementing processes that mimic the natural process to slow, detain, capture, and infiltrate water for habitat restoration or for using materials such as soil and vegetation. The Project will incorporate nature-based solutions that include the addition of 1,000 linear feet (lf) of parkway bioswales and 50 street trees. The bioswales will capture stormwater that will be filtered as it passes through layers of mulch, soil, and plant root systems removing pollutants such as nitrogen and zinc and ultimately infiltrating the treated stormwater into the groundwater. The street trees will filter stormwater pollution and remove carbon dioxide from the air through their roots and leaves, improving air quality. The project will also replace about 813 sf of impervious surface with green space to reduce heat island effect, resulting in 11 points.

Leveraging Funds and Community Support

Under Leveraging Funds and Community Support, projects can obtain up to six and four points, respectively. LASAN has allocated $2,012,000 for the Project resulting in a 16.3% funding match obtaining zero points under leveraging funds. Funding from other sources has not been identified for the project at this time. The project has received strong support from the surrounding local community, local government, and multiple Community-Based Organizations (CBOs). Supporters that have participated in outreach meetings and/or submitted letters of support include local community individuals, Congresswoman Nanette Diaz Barragán and CBOs including Wilmington Chamber of Commerce, Los Angeles Walks, Providence Little Company of Mary Medical Centers (Torrance and San Pedro), Strength Based Community Change, and Saint Peter and Paul School, resulting in 3 points under community support.

Quantitative Target and Corresponding Metrics

For the SSMB 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. The total score for the project was 68 points. 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
Promote Shade and Improve Air Quality	# of new trees planted	50	June 2027
Remove Impermeable Area	sf of impermeable area removed	6,050 SF	June 2027
Bioswale Installation	Area of new bioswale greenery	1,000 LF	June 2027
Construct diversion to bring additional stormwater to the Wilmington Recreation Center detention tank	Design capacity of diversion in an 85th percentile 24-hour storm event	6 AF	June 2027

A-3. Estimated Reasonable Total Activity Cost

A Class O cost estimate was prepared for this project using an assembly level component construction cost estimated from average unit cost. The design and estimate are not based on extensive geotechnical investigation, survey, or water quality testing and could change once these are completed as part of the final design process. The construction cost for this Project is estimated to be $7,481,200 and the life span of the Project is 50 years. The estimated cost for all phases and tasks included in the Work Schedule Plan are summarized in Table 3A below.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Planning	$766,200
Design & CM	$3,386,500
Construction	$7,481,200
O&M	$463,100
Monitoring	$189,500
Total Project Cost	$12,286,500

A-4. Funded Activity Description and Scope of Work

The Project will be along Anaheim Street, from Gulf Avenue to just east of Marine Avenue and through Bay View Avenue, Island Avenue, and Fries Avenue from Anaheim Street to C Street. The Project is within the City of Wilmington, California, a neighborhood within the City in the Harbor region covered by CD 15. The precise location that was given in the Feasibility Study for the Project was Latitude: 33.77980724 and Longitude: -118.2650702. A vicinity map showing the Project area is shown in Figure 1. The Project is part of the SSMB Watershed Area that drains to the Pacific Ocean and includes the Dominguez Channel, in Southwest Los Angeles County. The City is one of the Municipalities that fall within the boundaries of this Watershed Area. This Watershed Area is estimated to receive up to $17.4 million annually to fund regional projects and programs.



Figure 1. Location Map with Drainage Areas Indicated

The Project will provide multiple community benefits to its immediate community and neighboring disadvantaged communities. The Project will help alleviate flooding that occurs during light to moderate storms. This will help alleviate slow traffic and reduce the possibility of an accident during light to moderate storms. Reduced flooding will also improve the mobility of pedestrians and bicyclists along Anaheim and C Streets. The Project will add green spaces to residential streets and alleys, provide water quality benefits, and increase water supply by discharging the captured stormwater to the sanitary sewer system for treatment at the Terminal Island Water Reclamation Plant. The general configuration of the Project is shown in Figure 2.

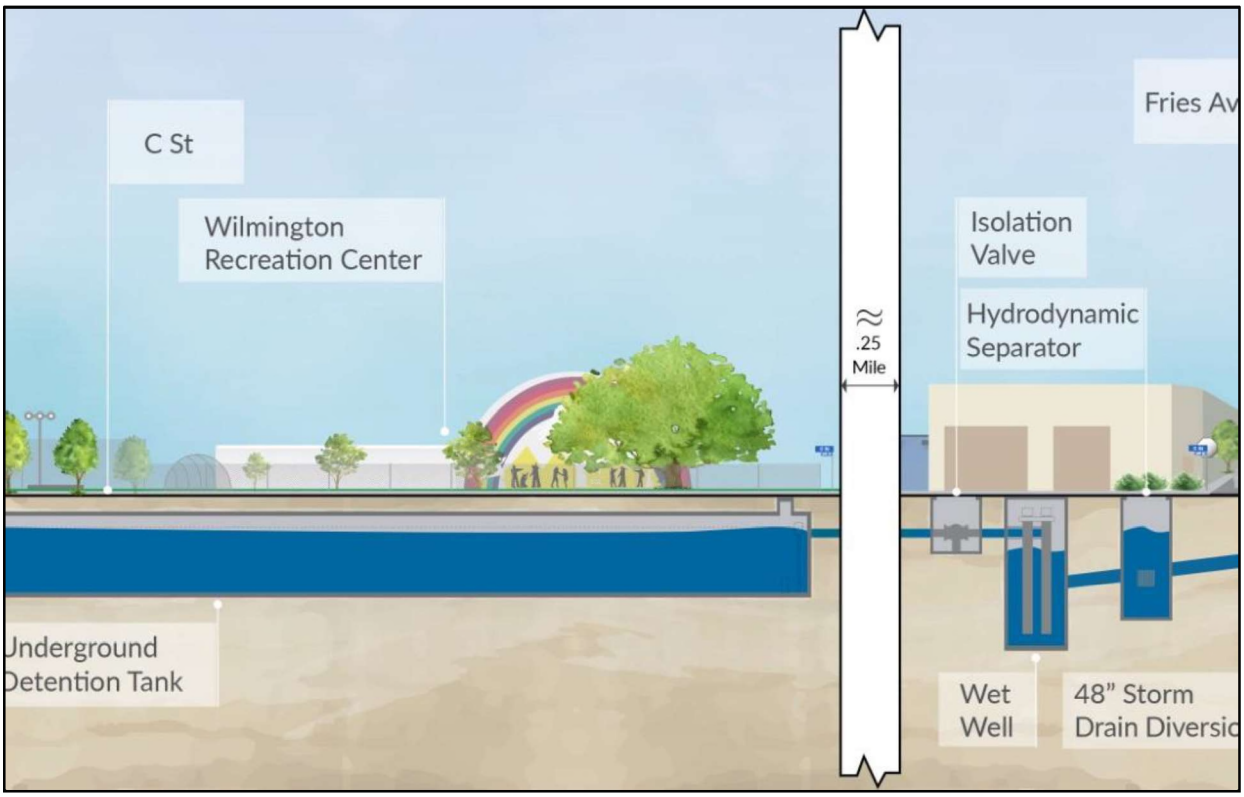


Figure 2. Project Configuration

The Project is a wet weather project designed to capture and infiltrate stormwater runoff from a 173 acre drainage area. The Project includes two main components: a storm drain diversion to the Wilmington Recreation Center underground detention tank from the intersection at Fries Avenue and C Street, and green street elements distributed throughout the 173 acre drainage area. Wet and dry weather runoff from the area will be either diverted by storm drain diversion or intercepted by bioswales and street trees.

The storm drain diversion will divert flows from the Fries Avenue storm drain. The diversion is sized to capture the 85th percentile, 24-hour storm event. The diverted flows will be directed into a pretreatment device unit designed to be incorporated into storm water conveyance systems for

preliminary treatment of stormwater flows before being pumped from the pretreatment unit to the underground detention tank planned at the Wilmington Recreation Center. The addition of the storm drain diversion at the intersection of Fries Avenue and C Street will supply an additional 75 AF wet weather and 85 AF of dry weather per year to the planned underground tank that will be used for recycling at Terminal Island Water Reclamation Plant.

Upstream green street elements distributed throughout the drainage area include green alleys, bioswales, and tree wells. Green alleys use sustainable materials, pervious pavements, and effective drainage to create an inviting public space for people to walk, play, and interact. They help to filter pollutants from stormwater runoff and recharge groundwater through enhanced infiltration. These repurposed alleyways will help reduce the urban heat island, provide recreational space, and enhance walkability and bike-ability of the area. Trees play a critical role in controlling stormwater runoff and protecting surface waters from sediment and nutrient loading. Tree wells act as mini reservoirs beneath tree boxes along rights-of-way which help to manage stormwater and reduce the amount of runoff that enters the stormwater system. Bioswales are narrow, vegetated strips placed between the sidewalk and the curb. These features attenuate, filter, and infiltrate urban runoff by utilizing the inherent filtration and uptake properties of native vegetation and soils. Figure 3 illustrates the water supply layout of the Best Management Practices (BMPs) included in the project that is expected to be completed by June 2027.

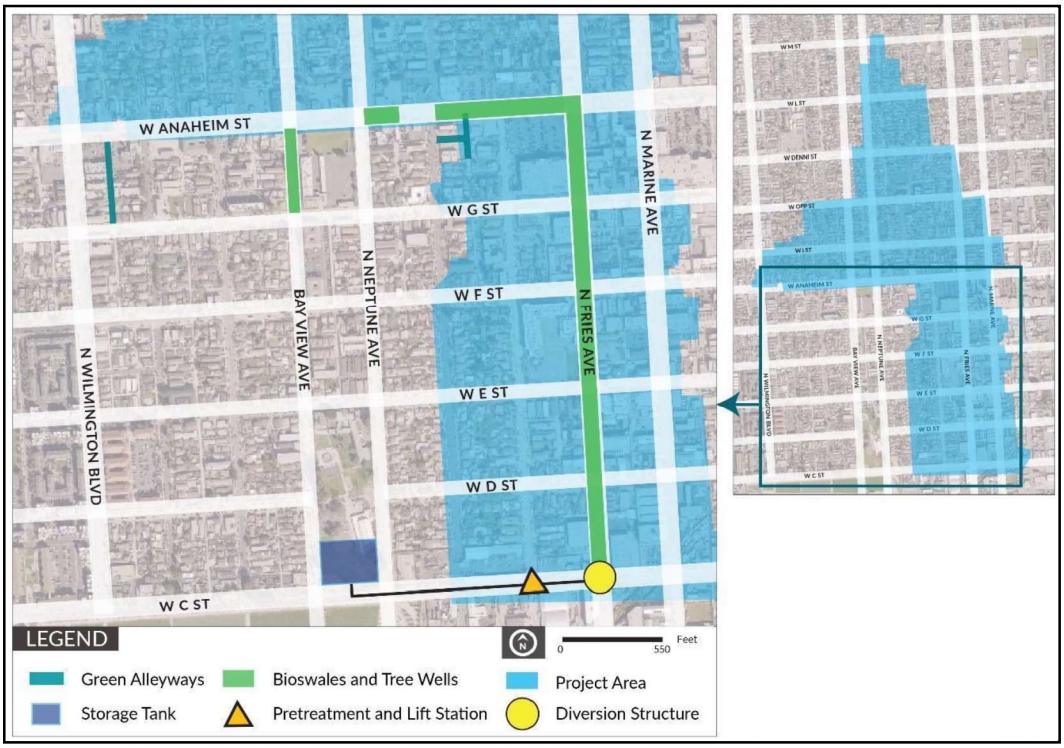


Figure 3. Proposed Water Capture Supply Layout

Capture Area Details

The Project includes 125 acres of impervious area and 48 acres of pervious area for a total capture drainage area of 173-acres highlighted in Figure 1. Table 4B provides a summary of the land uses, area, and imperviousness percentage within the drainage area of the project. The 2005 land use designations and estimates of impervious percentage from the original Watershed Management Modeling System (WMMS) hydrologic response units (HRUs) were used to categorize the various land-use types within the drainage area; thus, there may be land uses that have changed designations, redeveloped, and/or new construction completed since the HRUs were developed. Although newer land-use datasets may be available, this dataset was selected to maintain consistency with the SCWP Regional Scoring Module, which utilizes the same HRUs. Based on the breakdown of land use, the drainage area has a weighted average of 72.3% imperviousness.

Table 4A. Land Uses Within Project Drainage Area

Project Location			
Land Use Type	**Area (acres)**	**Impervious Area (acres)**	**Percent Impervious**
Commercial	19.5	16.2	83.2%
Industrial	15.9	14.3	90.0%
Single-Family Residential	34.9	20.5	58.7%
Multiple-Family Residential	52.8	36.7	69.6%
Public Facilities	1.7	1.5	91.1%
Transportation	48.2	35.9	74.4%
Total:	**173.0**	**125.1**	**72.3%**

Project Status and Funded Activities

The Feasibility Report for the Project was completed in July 2022. The Project area is highly urbanized, while characterized by a heavy concentration of industries, including a large oil field and a mix of commercial and residential land uses. The communities adjacent to the Project site are impacted by a variety of sources, including heavy traffic and flooding which may cause constraints during construction. A full utility investigation will be completed during the design phase of the Project to help identify all potential constraints. The Project is anticipated to be in the planning/pre-design phase during the FY 23/24 pending the execution of the Transfer Agreement.

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

The following section outlines the operation and maintenance (O&M) guidelines that were developed for the Project. These preliminary O&M guidelines will require updates as the Project is fully designed and implemented. LASAN is the owner and operator of the infrastructure and responsible for tracking long-term maintenance. The final O&M plan will be developed and agreed upon by the appropriate departments/divisions within the City and/or any party involved 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 and meet the pollutant removal goals. All maintenance performed to the system shall be in accordance with the City of Los Angeles, Sanitation and Environment, Planning and Land Development Handbook for Low Impact Development, 5th edition (LASAN, 2016). An O&M life cycle of 50 years was assumed.

Summary of Site Components and Maintenance Tasks:

In this O&M Plan the recommended activities are organized by BMP component. The BMP elements include the following:

- Storm Drain Diversion Structure
- Hydrodynamic Separator
- Street Trees
- Parkway Bioswales
- Permeable Paver
- Wet Well and Pump Station

To ensure effective implementation of the Project and, ultimately, the WMP, the O&M plan must include a regular schedule for Project inspection, a Project-specific log detailing the required O&M needs of the Project, and standard operating procedures for implementing the O&M. Draft recommended O&M activities and schedules for the Project are summarized in Table 5A. These draft recommendations should be thought of as a starting point for a systematic maintenance program, not as a final list of tasks to be completed.

Table 5A. Typical O&M Activities

BMP Component	Operation and Maintenance Duties
Storm Drain Diversion Structure	**Inspection:** Once during the dry season and monthly during the wet season.
	Cleaning: Debris removal and vacuum cleaning conducted as needed (triggered by inspection). Hydro jetting shall be conducted annually.
Hydrodynamic Separator	**Inspection:** New units should be inspected after every runoff event for the first 30 days. Beyond that, units should be inspected once during the dry season and monthly during wet season.
	Cleaning: Conducted as needed (triggered by inspection). Full cleanout of the unit should occur at the end of rainfall season. Vacuum wash conducted as needed (triggered by inspection) or at least once per year.
Street Trees	**Inspection:** Inspection during the wet season shall be conducted either after major storm events or otherwise monthly (whichever one is more frequent) and in the dry season be conducted twice.
	Cleaning: Trash and debris removal shall be conducted once per dry season and 4 to 7 times during the wet season unless a greater frequency is required by inspection.
Parkway Bioswales	**Inspection**: Inspect the parkway bioswales four times a year for conditions requiring remediation.
	Cleaning: Remove trash, sediment, and debris four times a year to minimize clogging of media.
Permeable Pavers	**Inspection**: shall be conducted 48 hours after a major rain event or monthly, whichever one is more frequent during wet season; and once during dry season.
	Cleaning: Permeable pavers should be cleaned at least 4 times annually, unless a greater frequency is required by inspection.
Wet Well and Pump Station	**Inspection:** Shall be conducted monthly at a minimum during dry season and at least monthly during wet season, or as recommended by the manufacturer.
	Cleaning: Cleaning shall occur annually, in advance of wet season or as recommended by the manufacturer

A-6. Post-Construction Monitoring

The Post-Construction Monitoring Plan (included as an attachment of the SCWP Application) was submitted last year as part of the Feasibility Study Report for the Round 4 Call for Projects on July 31, 2022. Any revisions to the Post Construction Monitoring Plan will be provided to the District upon completion of the Design phase.

The Post-Construction Monitoring Plan for the Project evaluates the effectiveness of the stormwater treatment components and includes: The Project description, the quality objectives, the sampling design, the sampling procedures, the quality control, data management verification, reporting, data quality assessment, and data analysis procedures. The stormwater quality monitoring data will be collected and reported in a way that is consistent with the State Water Resources Control Board (SWRCB) database and the California Environmental Data Exchange Network (CEDEN) for a period of three years.

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 SCWP. 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:

- **Flood Risk Mitigation** – The project will alleviate surface water and flooding potential in the Central Wilmington Business District. Through the application of BMPs and nature-based solutions, this project will capture, infiltrate, and divert stormwater to help improve traffic, mobility for pedestrians and bicyclists during storm events, and safety for the community.

- **Reduction of Local Heat Island Effect** – The project will add 1000 lf of bioswales that will include native and drought tolerant vegetation, 50 street trees, and replacement of 813 sf of impervious surface. The addition of these components will add shade and green space that will reduce the impact of radiation, creating a cooling environment to the surrounding areas, thereby decreasing the heat island effect.

- **Enhanced and Protect Habitat** - The addition of trees and landscaping will provide a natural habitat for local wildlife, help improve the biodiversity of birds and insects, and provide an increased aesthetic appeal to public areas.

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

- **Potential Displacement** - The Project, as designed, will not displace any residents or businesses directly. However, homeless individuals have been known to camp along the

corridor or park their vehicles (for those living in cars or RVs) in parking areas along the street. The Project outreach plan will have an element to reach out to these individuals to keep them safe during the construction process and to guide them toward services that are available to them with the goal of placing them into bridge or permanent supportive housing.

- **Gentrification** - While no single project is a cause or a predictor of gentrification, the project team will be prepared to address this, should community members raise it as a concern. Much of the area surrounding the Project area is considered a DAC according to US Census data. In these neighborhoods, public works projects will often generate concerns about gentrification and other changes to the fabric of the community. The outreach approach will be sensitive to these concerns and incorporate mechanisms to provide community members with a forum to positively channel their concerns.

- **Environmental Impacts** - As part of outreach efforts, the team will prepare talking points that explain measures LASAN will implement such as dust control measures during construction or limits on the idling of construction vehicles.

Project Onset

The City has already conducted an initial project discussion with CD15, City Planning, LADOT, StreetsLA, and community groups. Additionally, public outreach was conducted at Wilmington Municipal Building with representatives from LASAN and CD 15 to present Project information, answer questions, and receive input from the community on the Project. Upon the Project's onset, revisiting this discussion and holding initial coordination meetings will be critical in (1) defining community outreach and community engagement goals, (2) identifying project stakeholders, (3) identifying potential project concerns and (4) developing effective outreach and engagement methods.

LASAN will consult with the LA Bureau of Street Services, LA Bureau of Street Lighting, LA Bureau of Engineering (BOE), Department of Transportation (DOT), and LA Department of Water and Power (LADWP) for signage, traffic studies and other street infrastructure placement so that once outreach is conducted with impacted residents, these issues can be addressed.

The Project team will meet with staff from Councilman Tim McOsker's office (CD15) to schedule a site visit at the Project location and seek input from Council staff regarding the following:

- Identify community stakeholders for outreach and engagement, including but not limited to:
    - Wilmington Neighborhood Council
    - Harbor Community Benefit Fund

  - Clean Wilmington o Los Angeles Homeless Services Authority
  - Additional NGOs and CBOs as identified by Los Angeles City Council District 15
- Identify effective community outreach and engagement methods.
- Receive input regarding potential project concerns and issues.
- Coordinate meetings/discussions between key members of the Wilmington Neighborhood Council, other identified community stakeholders and the project team
- Identify City staff who will serve as the point of contact for the Project.

The project team will extend courtesy briefing invitations to Los Angeles Mayor Karen Bass, Los Angeles County Supervisor Janice Hahn, Los Angeles Unified School District (LAUSD) school board members, potentially interested non-profit environmental organizations and non-governmental organizations focused on community beautification and improvement.

Project Design and Construction

Based upon LASAN best practices and input from CD 15, Neighborhood Council leadership, 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 e-mails to stakeholders
- E-mail to Wilmington Neighborhood Council 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

Grassroots Outreach

- Door-to-door canvassing in impacted neighborhoods
- Project and construction updates and notices in the form of community mailers and/or
- Project fact sheet and project materials translated into appropriate languages
- Project update meetings with CD5 staff, 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/neighborhood as appropriate
- 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 Safe Clean Water Program, LASAN will develop community outreach activities to occur biennially to remind residents of the Safe Clean Water Program 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, 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

As stated in the previous sections, the Project will incorporate key BMPs such as: street trees, permeable pavers, bioswale planters, and an underground detention basin. These improvements or added features will be a great addition and of great benefit to this community.

Dry or Wet Weather Water Quality Benefits

The Project will improve water quality through the removal of primary and secondary pollutants including zinc, bacteria, and trash affecting the local water bodies and providing a healthier environment for residents of the area. The hydrology modeling using WMS reflects that the Project is highly effective in removal of primary and secondary pollutants affecting local water bodies, achieving over 80% removal for all pollutants of concern including Zinc, bacteria, and trash. The Project will improve water quality through the implementation of bioswales, street trees, permeable pavers, and a hydrodynamic separator (HDS) pretreatment unit.

Bioswales and Street Trees

Bioswales are narrow, vegetated strips commonly placed between the sidewalk and the curb. Bioswales capture sediment and remove pollutants from urban stormwater by utilizing the natural filtration and uptake properties of native vegetation and soils. As the stormwater migrates through layers of mulch, soil, and plant root systems, the bioswales will remove pollutants such as nitrogen and metals before infiltrating into the groundwater. Similarly, street trees will remove pollutants from stormwater by filtering stormwater pollution through their roots as the stormwater travels down into the ground. Figure 4 is an example of a parkway bioswale and street trees.

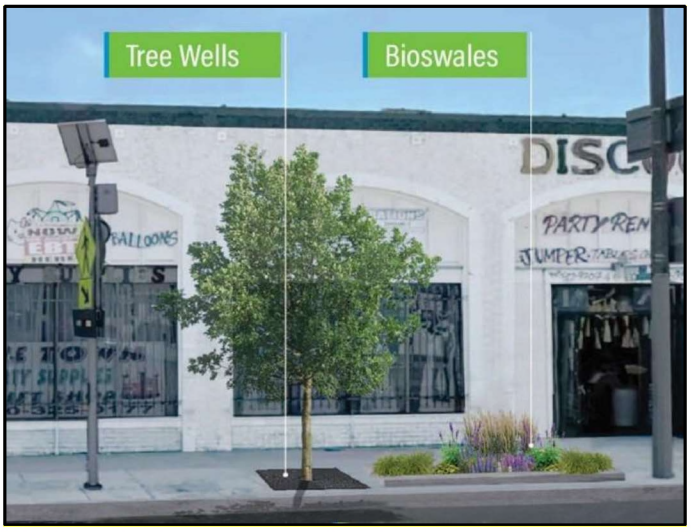


Figure 4. Typical Representation of Parkway Bioswale and Street Trees

Permeable Pavers

Permeable pavers contain small voids that allow water to infiltrate to a stone base. They are designed to treat stormwater and remove sediments and metals by allowing stormwater to percolate through the permeable pavers and enter the soil below. Figure 5 shows a typical permeable paver cross section.

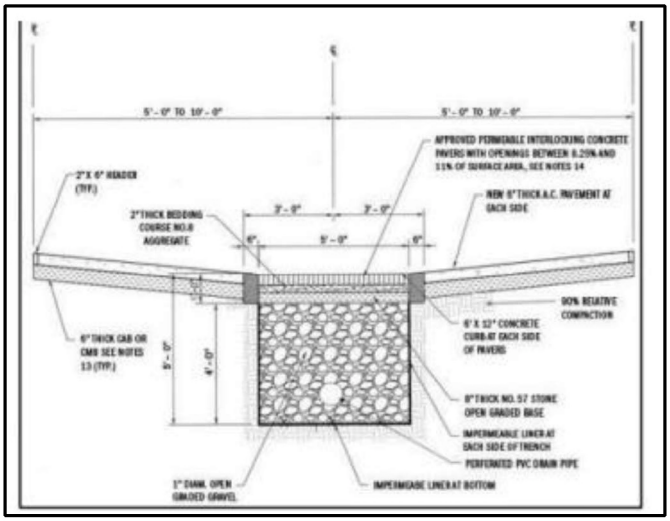


Figure 5. Permeable Paver Cross Section

Hydrodynamic Separators

A hydrodynamic separator is a flow-through water quality pretreatment system that is installed underground and treats stormwater primarily by using gravity to remove settable sediments and buoyant materials from the stormwater. The HDS collects stormwater into a separation chamber where water begins swirling, forcing the particles out of the runoff capturing 100% of floatable and neutrally buoyant debris equal to or larger than the screen aperture of 2400 or 4700-microns. The HDS system is equipped with an oil baffle to capture and retain oils, grease, and total petroleum hydrocarbon pollutants from stormwater runoff. Figure 6 shows a typical representation of an HDS.



Figure 6. Typical Hydrodynamic Separator
Source: Jensen Precast

Water Supply Benefits

The Project will provide water supply benefits through the augmentation of 160 AF of wet and dry weather runoff from a 173-acre drainage area. The estimated annualized life-cycle cost for the Project is $955,823 which includes $463,100 in maintenance costs. This annualized cost divided by total annual average capture volume of 160 AF results in a per AF cost of $5,974 AFY The captured flows will be diverted into a pretreatment device before flowing into an underground storage tank planned at the Wilmington Recreation Center, where the captured volume will be pumped into the sewer system to be recycled at the Terminal Island Water Reclamation Plant. A typical detention tank is shown in Figure 7.



Figure 7. Typical Underground Detention Tank
Source: Jensen Precast

Community Investments Benefits

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

The Project will address a significant number of flooding complaints that have been reported at the intersections of Anaheim/Gulf, Anaheim/McDonald, and Anaheim/Neptune. These intersections have a well-documented history of flooding issues that are severe during large storm events. The Project will improve flood conveyance and flood risk mitigation through the implementation of stormwater and green infrastructure.

Bioswales will help to manage flooding by reducing the velocity and volume of surface runoff. Street trees will act as mini reservoirs beneath tree boxes along street rights-of-way to manage stormwater and reduce the amount of runoff that enters the stormwater system. The project site is in the proximity of multiple City owned storm drain systems, which enables the opportunity to capture runoff from tributary drainage areas to the Dominguez Channel Watershed. The diversion will be placed at a City owned 48-inch Reinforced Concrete Pipe storm drain, located along Fries Avenue at the intersection with C Street. The diversion structure is sized to fully capture runoff from the 85th percentile, 24-hour storm event, with a volume of 6 AF and a peak flow of 11.5 cubic feet per second that will divert water from the pipeline to a hydrodynamic separator before flowing into an underground storage tank planned at the Wilmington Recreation Center. Figure 8 shows a typical storm drain diversion configuration.

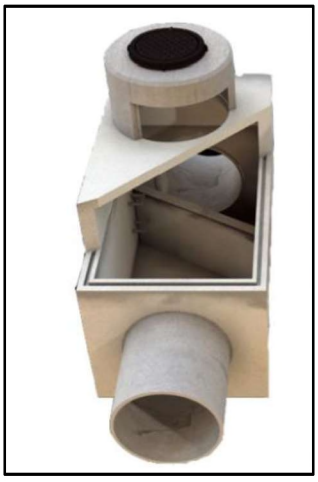


Figure 8. Typical storm drain diversion configuration
Source: Jensen Precast

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

This Project will improve and protect the habitat of people, plants, and animals alike. The addition of the trees and landscaping will provide a more aesthetically pleasing and appealing area for the

public. Furthermore, the improved space will increase the congregation of natural wildlife. The Project will help improve the Biodiversity Index of the local area by providing natural areas with plants that are native to the area. The new trees and bioswales with native plants will provide natural areas for native insects, birds, reptiles, and other animals to thrive and improve the biodiversity of the local area.

3 – Enhanced Recreational Opportunities

Upstream green street elements distributed throughout the drainage area include green alleys with permeable pavers. The Project will add approximately 6,050 sf of permeable pavers in the alleys south of Anaheim Street between Gulf Avenue and McDonald Avenue, and between Lagoon Avenue and Island Avenue. These green alleys use sustainable materials, pervious pavements, and effective drainage to create an inviting public space for people to walk, play, and interact. These repurposed alleyways will provide recreational space and enhance walkability and bike-ability of the area.

4 – Greening of Schools

The Project is not creating or enhancing new spaces at schools.

5 – Reducing Heat Island Effect and Increasing Shade

The Project includes the installation of 1,000 lf of bioswales and 50 street trees throughout the capture area. Street trees will help to increase the shade around the project area. The combination of street trees and bioswales will help to reduce the air temperature and impact of radiation creating a cooler environment around them. In addition, the planting of new trees and vegetation will remove over 813 sf of impermeable surfaces that help reduce the Heat Island Effect.

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

The addition of 50 street trees and 813 sf of vegetation through bioswales will help to improve the air quality by filtering stormwater pollution and removing carbon dioxide from the air through their roots and leaves, improving air quality around the project area.

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. LASAN has allocated $2,012,000 for the Project, a 16.3% funding match of the total project cost. Funding from other sources has not been identified for the project at this time. The project has received strong support from the surrounding local community, local government, and multiple CBOs. Supporters that have participated in outreach meetings and/or submitted letters of support include local community individuals, Congresswoman Nanette Diaz

Barragán, and CBOs including Wilmington Chamber of Commerce, Los Angeles Walks, Providence Little Company of Mary Medical Centers (Torrance and San Pedro), Strength Based Community Change, and Saint Peter and Paul School. 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 illustrated in Table 10A summarizes the main phases and tasks based on the expected SCW Transfer Agreement execution date in December 2023 and the following fund disbursements. The construction of the project is anticipated to be completed in June 2027. The project phases are outlined by fiscal year and O&M is assumed to be for a 50-year project useful life.

Table 10A. Proposed Project Schedule for Wilmington-Anaheim Green Infrastructure Corridor Project

Tasks	FY 2023/24		FY 2024/25				FY 2025/26				FY 2026/27				FY 2027/28				FY 2028/29	
	2024		2024		2025		2025		2026		2026		2027		2027		2028		2028	
	JF M	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND
Planning																				
Design																				
Bid & Award																				
Construction																				
Monitoring																				
O&M																				
Outreach																				

Abbreviations and Acronyms

AF	Acre Feet
AFY	Acre Feet per Year
BMP	Better Management Practices
BOE	Bureau of Engineering
CBO	Community Based Organization
CEDEN	California Environmental Data Exchange Network
CEQA	California Environmental Quality Act
CSMB	Central Santa Monica Bay
DAC	Disadvantaged Community
DCWMA	Dominguez Channel Watershed Management Area
DOT	Department of Transportation
FY	Fiscal Year
HDS	Hydrodynamic Separator
HRU	Hydrologic Response Unit
ISI	Institute for Sustainable Infrastructure
LACFCD	Los Angeles County Flood Control District
LADOT	Los Angeles Department of Transportation
LADWP	Los Angeles Department of Water and Power
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation and Environment
LAUSD	Los Angeles Unified School District
lf	Linear Feet
NGO	Non-Governmental Organization
O&M	Operation and Maintenance
SCWP	Safe, Clean Water Program
SIP	Stormwater Investment Plan
sf	Square Feet
SSMB	South Santa Monica Bay
SWRCB	State Water Resources Control Board
TMDL	Total Daily Maximum Load
WASC	Watershed Area Steering Committee
WMP	Watershed Management Plan
WMMS	Watershed Management Modeling System
WPPQAP	Watershed Protection Program Quality Assurance Plan
WQBEL	Water Quality Based Effluent Limitations

BPW-2024-0031

TRANSMITTAL NO. 11

City of Los Angeles - Safe Clean Water Program
Imperial Highway Green Infrastructure Project
Regional Program - Scope of Work
FY 2023-24



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A-1. Budget Plan

The Central Santa Monica Bay (CSMB) Watershed Area generates up to $17.24 M of annual Regional Program funds. For Fiscal Year 2023-2024 (FY 23-24), the CSMB Watershed Area Steering Committee (WASC) voted to include the Imperial Highway Green Infrastructure 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 Imperial Highway Green Infrastructure Project is scheduled to be completed by FY 26/27. The amount of Safe, Clean Water Program (SCWP) contribution that was approved by the CSMB WASC in the SIP on February 28, 2023 is shown below (Table 1A).

Table 1A. The SCW Program contribution for the Imperial Highway Green Infrastructure Project

Fund Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
SCWP Regional Program Award	$173,000	$216,000	$339,000	$4,504,000	$5,232,000
Leveraged Funds	$650,000	$455,000	$2,162,000	$3,149,000	$6,416,000
Total Funding	**$823,000**	**$671,000**	**$2,501,000**	**$7,653,000**	**$11,648,000**

The construction cost for this Project is estimated to be $7,799,000. 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. The 5-year Budget Plan for Imperial Highway Green Infrastructure Project is shown in Table 1B.

Table 1B. Budget Plan

Development Phase	SCW Funding per Fiscal Year				
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
Planning	$35,000	-	-	-	$35,000
Design & CM	$113,000	$216,000	-	-	$329,000
Construction	-	-	$339,000	$4,156,000	$4,495,000
O&M	-	-	-	$233,000	$233,000
Monitoring	$25,000	-	-	$115,000	$140,000
TOTAL	**$173,000**	**$216,000**	**$339,000**	**$4,504,000**	**$5,232,000**

A-2. Consistent with SCW Program Goals

The Project site is located in a 1.7-mile section of the Imperial Highway within a predominantly high-density residential area, which provides commuter access to Dockweiler State Beach, Los Angeles International Airport (LAX) facilities, and City of El Segundo. Due to high urbanization the area faces many challenges from poor water quality of urban runoff, heat island effect, deterioration of road infrastructure, and poor pedestrian safety. The Imperial Highway Green Infrastructure Project presents an opportunity to positively impact the cities of Los Angeles and El Segundo by enhancing water quality and providing safe access to abundant recreational activities.

The primary objective of the Project is to minimize 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 install 2,000 square feet of bioswale and 30 street trees along the Imperial Highway center median from California Street to Vista del Mar, replacing 13,000 square feet of impervious surface with native California vegetation and trees. This will reduce the heat island effect and help reestablish the nearly lost segment of biodiversity in this area. Four infiltration drywells will be installed at the intersection of Imperial Highway and Main Street to reduce localized flooding and improve water quality at Dockweiler State Beach by removing stormwater pollutants.

A secondary objective of this Project is to provide safety for motorists, cyclists, and pedestrians. Street highway improvements will benefit all residents that use this section of the highway. These improvements include replacement of deteriorated curb, removal of trash and debris, and the addition of safety signage. Additionally, the Project seeks to provide better access to the nearby Disadvantaged Community (DAC) communities to engage in recreational activities and bicycle and pedestrian safe routes to LAX facilities.

Water Quality Benefits- Wet Weather

The Project area is located within the Santa Monica Bay Jurisdictional Groups 2 and 3 watershed management area. Pollutants that are deposited into this area include bacteria, chemicals, trash, sediments, and metals. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants, including the following: bacteria, chemicals (DDTs and PCBs), and debris. 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 relies on a network of bioswales, dry well infiltration, and addition of trees and vegetation to provide enhanced water quality benefits to the local community. Bioswales and trees will remove pollutants from stormwater using natural processes. As the stormwater migrates

through layers of mulch, soil, and plant root systems, the bioswales will remove pollutants such as nitrogen and phosphorus before it infiltrates into the groundwater. The trees will filter stormwater pollution through their roots. The Project will use infiltration drywells to capture and treat wet weather flows, achieving a pollutant load reduction of 92% for Zinc and 100% for trash. The project received 50 points for the SCW water quality benefits criterion.

Water Supply Benefits

All stormwater treated by the Project will be infiltrated into the subsurface. The Project will capture an average of 5.32 acre-feet (AF) of wet weather runoff per year, and also an additional 9.67 AF per year (AFY) of dry weather runoff from a 19.7-acre drainage area. For the 85th percentile, 24-hour storm event 0.46 AF of stormwater will be captured at a maximum flow rate of 0.64 cfs. Through the implementation of BMPs the Project will capture 100% of the volume from the 85th percentile, 24-hour storm event. Bioswales will be located along the center median at Imperial Highway and will capture 0.14 AF of surface runoff at a peak flow of 0.19 cfs from a 9.2-acre drainage area in the City. Meanwhile, infiltration drywells will be located at the intersection of Imperial Highway and Main Street and will capture 0.32 AF of surface runoff at a peak flow of 0.45 cfs from a 10.5-acre drainage area in the City of El Segundo. Any flows greater than the design event will be diverted to an existing catch basin to be directed to the existing storm drain system. The 24-hour BMP capacity for the project was calculated assuming a 4.5 inches per hour infiltration rate, assuming this infiltration rate the Project has a total 24-hour BMP capacity of 2.92 AF distributed between drywells and bioswales. The storage of the bioswales equates to 0.91 acre-feet, while the drywells have a storage capacity of 2.01 acre-feet. Although the Project was designed to meet the 85th percentile requirement, drywells were installed to also alleviate an existing flooding issue at the intersection of Imperial Highway and Main Street.

The Project seeks to increase local water supply through the implementation of infiltration drywells. According to information obtained from the Watershed Replenishment District (WRD), impermeable layers of clay and silt in many areas of the City prevent the stormwater from percolating into the deeper aquifers currently used for municipal purposes. However, the stormwater could be added to shallow groundwater, perched aquifers, to be used for non-potable purposes or treated and used for potable demands.

Community Investment

Los Angeles Sanitation and Environment (LASAN), Los Angeles World Airports (LAWA), and City of El Segundo agree that this area is in high need of improvement and therefore the parties have created a partnership to leverage funds to improve many aspects of the community and provide better access to residents and nearby DAC communities to Dockweiler Beach to engage in recreational activities.

The representative from LAWA indicated that employees cross the highway in an unsafe manner. To address this need, the Project will fix the chain link fence that was placed to prevent LAX employees from crossing at unsafe points (jaywalking) from City of El Segundo to LAX facilities. Another feature that will be added to improve pedestrian safety is the addition of a hedge; the hedge will be placed along the median to discourage jaywalking and pedestrian safety signage (do not cross signs) will be added at multiple points along with wayfinding signage to route pedestrians to safety crossings points.

The representative from the City of El Segundo indicated that, among illegal pedestrian crossings, residents from the City of El Segundo have complained about the deterioration of the curb along the median which creates debris along the road making it unsafe for motorists. El Segundo residents have also complained about the conditions of the median including the accumulation of trash and the lack of maintenance to trees and grass. To address these needs the Project will restore the median through the addition of new landscape including bioswales and trees, the median will be cleaned to remove trash and invasive vegetation, and an operation and maintenance plan will be developed to maintain a healthy environment.

LASAN is committed to improving public health and the environment. In addition to the improvements already discussed the project will provide water quality benefits, reduce heat island effect, and provide community investment benefits. To achieve this the Project will implement green street features, replace impervious areas, and improve the bikeway lane along Imperial Highway. To increase water resilience, the Project will use recycled water for irrigation from an existing recycled water line that runs near California Street.

Additionally, the Project will address a significant number of flooding complaints that have been reported along the intersection of Imperial Highway and Main Street. This intersection has a well documented history of flooding issues that are severe during large storms. The Project will improve flood management, flood conveyance, and flood risk mitigation through the implementation of infiltration drywells.

Nature Based Solutions

LASAN has committed to maximizing nature-based solutions to the most feasible extent possible. The Project will remove 13,000 square feet of asphalt and replace it with a new median which will include landscape, trees, and bioswales. The 2,000 square feet of median bioswales will provide vegetated area through which stormwater will be filtered. They will collect and pass the stormwater through layers of mulch, soil, and plant root systems. Removal of pollutants such as nitrogen and zinc will occur as the stormwater migrates through the parkway bioswale system and ultimately infiltrates into the groundwater. In addition, the use of California native landscaping will provide

a natural habitat for local wildlife. Addition of up to 30 street trees will filter stormwater to remove pollution through their roots. The trees will increase shade and reduce the heat island effect creating a cooler environment around them. Additional trees and landscaping will increase carbon reduction/sequestration and improve air quality. The dual drywells will mimic the natural filtration of stormwater through the layers of natural soils.

Natural materials and plants will be used in the bioswales to filter and infiltrate stormwater. The median bioswales will be planted with site-specific native grasses, flowers, and shrubs. Plant material categorized as 'High' in the current Invasive Plant Inventory for the southwest region by the California Invasive Plant Council or listed for the South Coast region by the PlantRight organization will not be used for the Project, as well as any plants listed as noxious weeds by the California Department of Food and Agriculture. The street trees will be selected from the City's Approved Street Tree List. Historically, coastal plain and terrace areas exhibited similar native prairie and coastal sage scrub vegetation with this ecotope contributing rare biodiversity. During the final design of the Project, a landscape architect will complete the landscape design and select a plant palette after receiving input from area residents, the City's Recreation and Parks Department, and the Biodiversity Team.

Leveraging Funds and Community Support

The Project is led by LASAN in collaboration with LAWA, City of El Segundo, and City of Los Angeles Department of Transportation (LADOT). LASAN, LAWA, and City of El Segundo agree that this area is in high need of improvement and therefore the parties have created a partnership to leverage funds in the development of a multi-benefit stormwater project. The City will provide City Services in the amount of $1,916,000 (16 percent of the Project total cost); The Los Angeles World Airport has committed $4,000,000 (percent of the Project total cost the dollar-to-dollar funding match will support the Project through the construction phase; and the City of El Segundo has committed $500,000 (4 percent of the Project total cost) to support planning and design. The SCWP awarded $5,323,000 to the Project. The total Project cost is estimated at $11,648,000.

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 nearby DAC. The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 63 points. 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 dry wells installed	4	January 2028
New Trees Planted	# of new trees planted	30	January 2028
Removed Impermeable Area	SF of impermeable area removed	13,000 SF	January 2028
Bioswale Installation	Area of new bioswale greenery	2,000 SF	January 2028

A-3. Estimated Reasonable Total Activity Cost

A Class "O" (also known as Class 3) cost estimate was prepared for the Project. The planning cost includes pre-application planning expenses (e.g., costs for concept reports and feasibility studies). Expenses were generated during 2019-2022. The design cost includes Consulting Services and City Services.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Planning	$360,000
Design	$3,116,000
Construction	$7,799,000
O&M	$233,000
Monitoring	$140,000
Total Project Cost	$11,648,000

A-4. Funded Activity Description and Scope of Work

LASAN and Project partners seek to implement a multi-benefit stormwater Project that will provide water quality benefits to the City and City of El Segundo as well as other community improvements for the surrounding communities.

The Project site is located in Westchester, a suburban neighborhood within the City of Los Angeles Council District 11 (CD 11) (33.931375, -118.415978). This neighborhood is within the boundaries of the Central Santa Monica Bay Watershed Area and in the Westside Region of Los Angeles County. The Project area extends approximately 1.7 miles along Imperial Highway from California Street to Vista del Mar. This section of the highway is bounded on the north by the Los Angeles International Airport, on the south by the City of El Segundo, and provides direct access to Dockweiler Beach.

The Project includes two main components: green street elements and street highway improvements. Green street elements of the Project are designed to capture and infiltrate stormwater runoff from the adjacent neighborhoods, and remove stormwater pollutants, including sediments, metals (zinc, copper, and lead), bacteria and trash before reaching Dockweiler State Beach. These elements include four infiltration drywells, 2,000 square feet of bioswale and 30 street trees that will be installed within the center median. Bioswales and street trees will be distributed along the Imperial Highway median from California Street to Vista del Mar, while the four drywells will be located at the intersection of Imperial Highway and Main Street. In addition, street highway improvements are planned to increase public access and improve aesthetics, reducing heat island effect, and improving water quality.

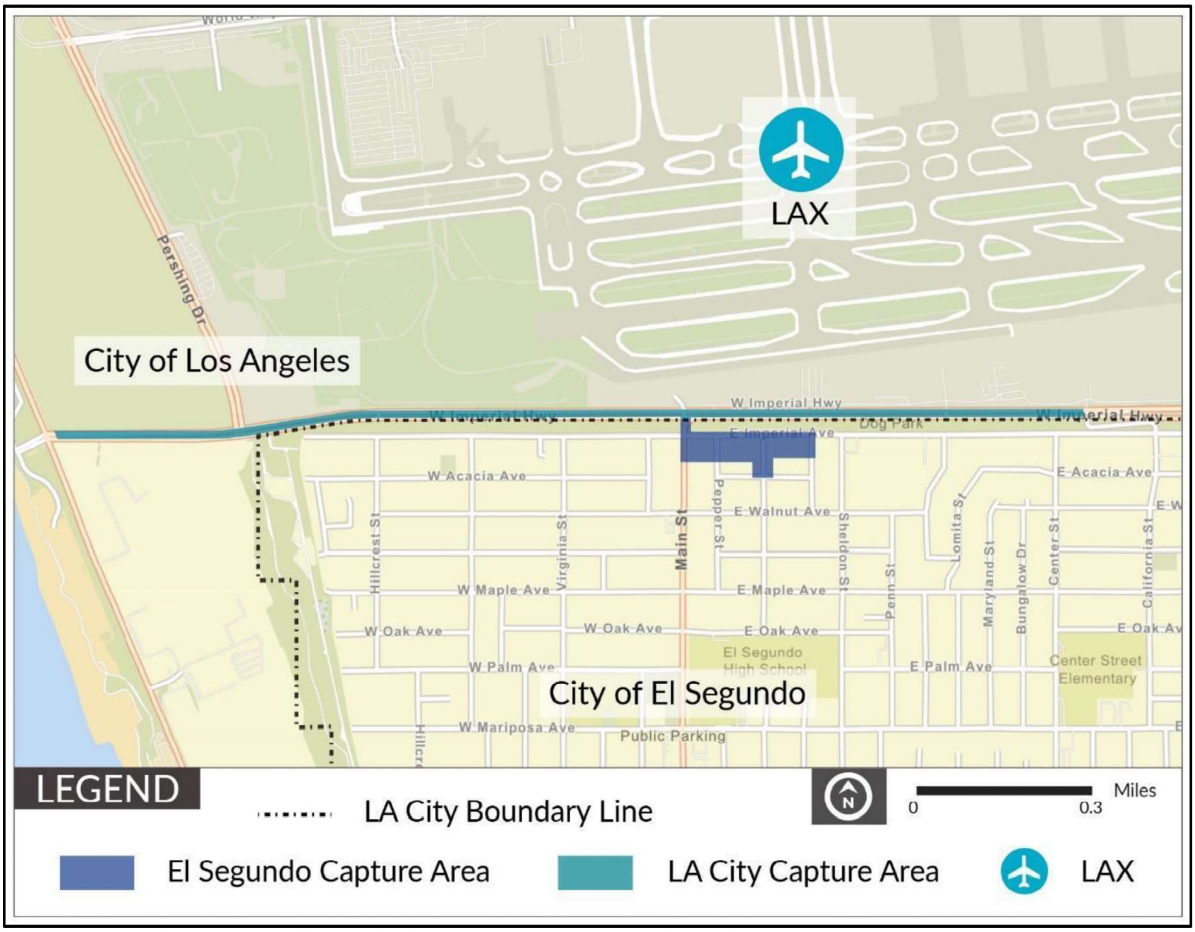


Figure 1. Location Map with Drainage Areas Indicated

The 19.7 acre capture area is divided into two areas based on the drainage to the four drywells or to the bioswales. The Project will capture approximately 15 AF annually of wet weather and dry weather runoff. For the 85th percentile, 24-hour storm event 0.46 AF of stormwater will be captured at a maximum flow rate of 0.64 cfs. Through the implementation of BMPs the Project will capture 100% of the volume from the 85th percentile, 24-hour storm event. Bioswales will be located along the center median at Imperial Highway and will capture 0.14 AF of surface runoff at a peak flow of 0.19 cfs from a 9.2 acre drainage area in the City. Meanwhile, infiltration drywells will be located at the intersection of Imperial Highway and Main Street and will capture 0.32 AF of surface runoff at a peak flow of 0.45 cfs from a 10.5 acre drainage area in the City of El Segundo. Any flows greater than the design event will be diverted to an existing catch basin to be directed to the existing storm drain system. The 24-hour BMP capacity for the project was calculated assuming a 4.5 inches per hour infiltration rate, assuming this infiltration rate the Project has a total 24-hour BMP capacity of 2.92 AF distributed between drywells and bioswales. The storage of the bioswales equates to 0.91 acre-feet, while the drywells have a storage capacity of 2.01 acre-feet. Although the Project was designed to meet the 85th percentile requirement, drywells were installed to also alleviate an existing flooding issue at the intersection of Imperial Highway and

Main Street. Wet weather and dry weather surface runoff from the drainage area will be intercepted by either bioswales or drywells. Bioswales will collect surface runoff from Imperial Highway, while infiltration drywells will intercept surface flows coming from the City of El Segundo.

The Project is anticipated to start in July 2023 with planning. Design of the Project is anticipated to be complete by 2024. Construction is anticipated to be completed 2027. Equipment optimization and monitoring will continue through 2028 along with operations and maintenance.

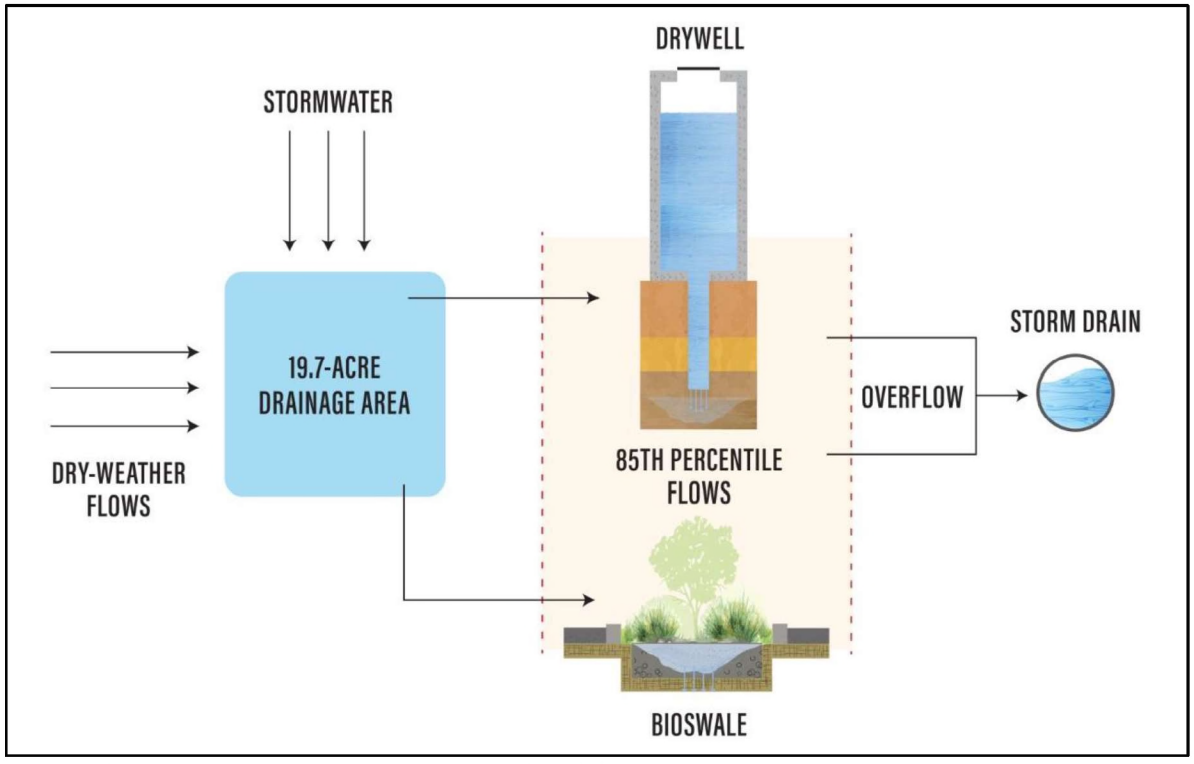


Figure 2. Proposed Water Capture Supply Schematic



Figure 3. Rendering of Project

Capture Area Details

Figure 4 shows the designated land uses within the drainage area. The 2005 land use designations and estimates of impervious percentage from the original Watershed Management Modeling System (WMMS) hydrologic response units (HRUs) were used to categorize the various land-use types within the drainage area; thus, there may be land uses that have changed designations, redeveloped, and/or new construction completed since the HRUs were developed. Although newer land-use datasets may be available, this dataset was selected to maintain consistency with the SCW Regional Program Scoring Module, which utilizes the same HRUs. Based on the breakdown of the land uses, the drainage area has a weighted average of 52.4% imperviousness.

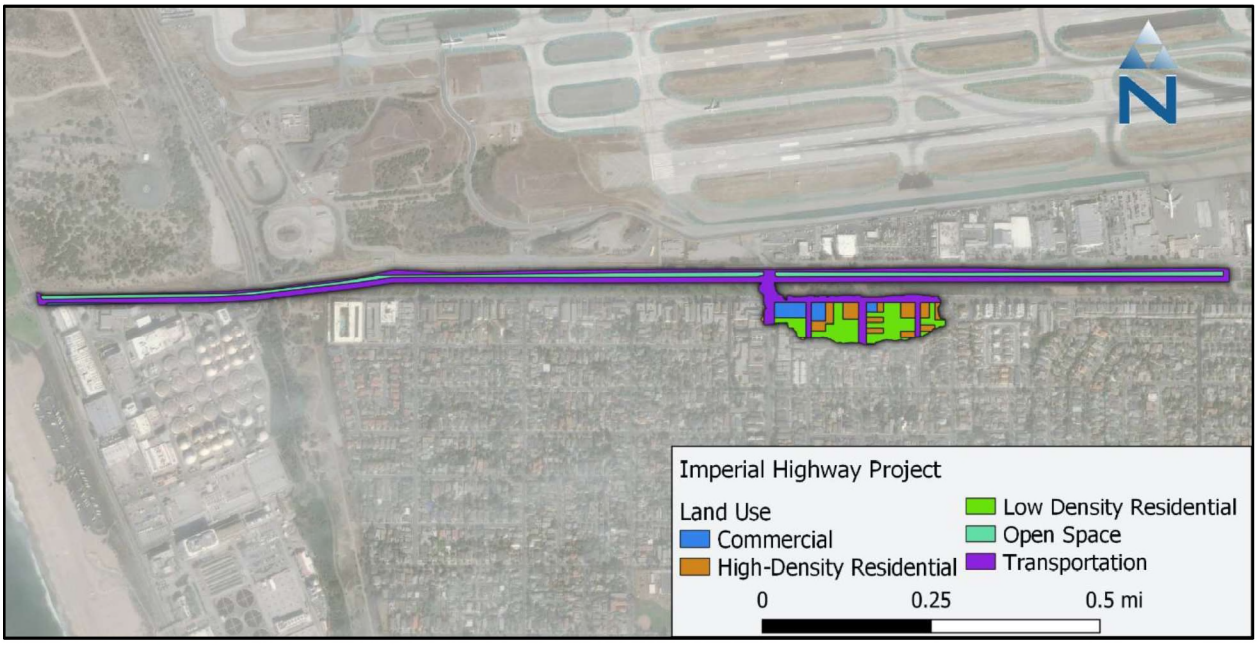


Figure 4. Land Uses Within Project Drainage Area

Project Status and Funded Activities

The Feasibility Report for the Project was completed in October 2022.

The first-year planning phase of the project consists of public outreach, environmental planning, and permitting. With the demonstrated broad-based support LASAN has garnered through consultation and collaboration with CD 11, the City of El Segundo, LAWA, and numerous residents who have expressed interest in project updates, LASAN recognizes the value of ongoing and collaborative outreach and engagement with key stakeholders. LASAN's community outreach and engagement strategy will continue to follow the City of Los Angeles SCWP Community Outreach and Engagement Strategic Plan approved on December 17, 2020. LASAN's Stakeholder and Community Outreach/Engagement Plan for the Project will reflect community values, include input from local stakeholders, and will identify anticipated community outreach and community engagement activities LASAN will conduct during the Project development lifecycle.

The design phase also includes construction management and monitoring. Topographical data available through the NavigateLA and the record drawings was used for the pre-design phase, but a site-specific topographic survey should be conducted prior to beginning the final design of the Project. Historic monitoring has been conducted at the Project site as part of the City of Los Angeles Sanitation and Environment (LASAN) Proposition O Project Optimization (BMPs Annual Report 2016 – 2017). Samples collected encompassed both smaller and larger than the design storm. A detailed monitoring plan will be developed 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 construction phase of the Project requires traffic controls be implemented by the contractors to reduce impacts on traffic that may arise from construction. Construction is anticipated to be completed 2028.

The operation and maintenance phase also begins in 2028. Preliminary O&M guidelines were detailed in the Project's Feasibility Report and will be updated as the Project is fully designed and implemented. All maintenance performed to the system shall be in accordance with the City of Los Angeles, Sanitation and Environment, Planning and Land Development Handbook for Low Impact Development, 5th edition (LASAN, 2016).

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

These preliminary O&M guidelines will require updates as the Project is fully designed and implemented. LASAN is the owner and operator of the infrastructure and is responsible for tracking long-term maintenance. The final O&M plan will be developed and agreed upon by the appropriate parties/divisions within the City and/or any party involved during the design phase

To ensure effective implementation of the Project and, ultimately, the EWMP, the O&M plan must include a regular schedule for Project inspection, a Project-specific log detailing the required O&M needs of the Project, and standard operating procedures for implementing the O&M. Draft recommended O&M activities and schedules for the Project are summarized in Table 5A. These draft recommendations should be thought of as a starting point for a systematic maintenance program, not as a final list of tasks to be completed.

An O&M life cycle of 50 years was assumed.

Table 5A. Typical O&M Activities

BMP Component	Operation and Maintenance Duties
Catch Basins	- Inspections shall be conducted once during the dry season and monthly during the wet season. - Cleanings conducted as needed and triggered by inspections. Once during the dry season and monthly during the wet season.
Infiltration Drywells	- Inspection during the wet season shall be conducted either after major storm events or otherwise monthly (whichever one is more frequent) and in the dry season be conducted twice. - Trash and debris removal shall be conducted once per dry season.
Street Trees	- Inspection during the wet season shall be conducted either after major storm events or otherwise monthly (whichever one is more frequent) and in the dry season be conducted twice. - Trash and debris removal shall be conducted once per dry season and four to seven times during the wet season unless a greater frequency is required by inspection.
Median Bioswale	- Inspect the parkway bioswales four times a year for conditions requiring remediation. - Cleaning Remove trash, sediment, and debris four times a year to minimize clogging of media.

A-6. Post-Construction Monitoring

The Imperial Highway Green Infrastructure Project relies on a network of bioswales, 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. 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 infrastructure more sustainably. 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 on whether to proceed 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 SCWP. 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:

- **Water Quality Improvements** - Green street elements of the Project are designed to capture and infiltrate stormwater runoff from the adjacent neighborhoods, and remove stormwater pollutants, including sediments, metals (zinc, copper, and lead), bacteria and trash before reaching Dockweiler State Beach.

- **Street Highway Improvements** - A secondary objective of this Project is to provide safety for motorists, cyclists, and pedestrians. Implementing bicycle path improvement with safety features will improve public access and recreational opportunities. This also includes adding pedestrian and bicycle signage. Additionally, this project will improve conditions of the highway through the replacement and removal of debris from deteriorated median curb.

- **Flood Mitigation** - The Project will use green infrastructure (drywells, street trees, and bioswales) to help alleviate flooding at the intersection of Imperial Highway and Main Street that occurs during light to moderate storms. Reduced flooding will also improve the mobility of pedestrians and bicyclists along Imperial Highway during and after storm events.

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

- **Construction Impacts** – Traffic and access issues will need to be addressed with the community prior to and during construction. Constructing the project elements within the roadway will impact local traffic, especially during morning and afternoon rush hour as well as access to LAX and Dockweiler State Beach. These logistical challenges will need to be addressed with the community during construction.

- **Environmental Impacts** – The California Environmental Quality Act (CEQA) requires California public agencies to analyze and publicly disclose the environmental impacts of a proposed discretionary project and to include feasible measures to mitigate environmental impacts. As part of outreach efforts, the team will prepare talking points that explain measures LASAN will implement such as, dust control measures during construction or limits on the idling of construction vehicles.

Project Onset

LASAN initiated outreach and engagement efforts for the Project in March 2022, primarily with the City of El Segundo, Los Angeles City Councilmember Mike Bonin's office (CD 11), LAWA and LADOT, to define the conceptual scope of the project based on input from these entities and the stakeholders they represent.

To ensure local stakeholders involved with LAWA were engaged in the Project, LASAN worked closely with LAWA staff to collaborate with the Los Angeles Area Advisory Committee (LAXAAC). The 19-member LAXAAC is composed of representatives appointed by elected officials from communities surrounding LAX, including Culver City, El Segundo, Hawthorne, Inglewood, Lennox, Marina del Rey, and Westchester/Playa del Rey. The LAXAAC reviews airport operations issues that impact their communities and makes recommendations to the Board of Airport Commissioners, Mayor's Office, City Council, and other appropriate agencies. On June 9, 2022, LASAN presented the Project and received input from LAXAAC at the committee's monthly meeting. The response from committee members was positive and members expressed interest in keeping apprised of the Project's progress through the SCW Program process.

Because of the proximity of the project to the City of El Segundo, LASAN worked closely with the City of El Segundo to engage with civic leaders, local businesses, and residents. In early June 2022, LASAN created a Project survey shared by the City to El Segundo residents and businesses for the purposes of sharing about the project and gathering input and recommendations. The survey was distributed by the City of El Segundo through email blasts, monthly newsletter and on the City's website. LASAN received 181 responses to the survey, which concluded on July 1, 2022. In addition to asking questions about residents' proximity to and use of Imperial Highway and its bike lanes, the survey sought input on specific concerns with the existing median and what aspects of the proposed project were of interest. The survey results have been extremely useful and

insightful for LASAN and will provide a foundation for future outreach and engagement efforts for project design considerations.

On June 3, 2022, LASAN presented the Project to the City of El Segundo Environmental Committee and shared about the availability of the survey. LASAN later presented the Imperial Highway Green Infrastructure Project to the El Segundo City Council on June 21, 2022. A representative from the El Segundo Environmental Committee spoke at the meeting about the benefits of the Project and the Environmental Committee's support. The El Segundo City Council approved the resolution with a 5-0 vote, committing to participate in the project with $500,000.

Due to interest from the El Segundo business community in seeing beautification and other improvements along the Imperial Highway median, the El Segundo Chamber of Commerce provided a letter of support to LASAN for the project and invited LASAN to share about the project at the Chamber's Government and Military Affairs Committee Affairs meeting on June 27, 2022. Questions from committee members focused on irrigation on the median, signage, and drywell capacity to address flooding. The El Segundo Chamber of Commerce and the El Segundo Unified School District also provided letters of support for the Project.

During the course of the Imperial Highway Green Infrastructure Project outreach efforts during the spring and summer of 2022, LASAN proactively kept the staff at Councilmember Mike Bonin's office (CD 11) updated regarding the Project. Councilmember Bonin's district includes LAX and Imperial Highway, as well as the Westchester and Playa Vista communities, which are the closest communities in the City to the Project. LASAN created a survey for CD 11 stakeholders similar to the survey prepared for El Segundo residents. The survey was distributed by CD 11 staff and shared through outreach efforts conducted jointly by LASAN and CD 11. The survey closed out on July 8, 2022. CD 11 jointly co-hosted a virtual community meeting with LASAN on the Project on June 29, 2022. The community meeting was advertised through Councilmember Bonin's weekly district newsletter, which included information about the project and an Eventbrite link for residents to access to sign up for the community meeting. CD 11 staff also forwarded information regarding the virtual community meeting and survey to key district stakeholders.

These early outreach and engagement efforts have resulted in a collaborative partnership with meaningful stakeholder input in the conceptual scope of this unique multi-benefit project, as well as significant funding commitments from project partners, including LAWA and the City of El Segundo.

Project Design and Construction

With the demonstrated broad-based support LASAN has garnered through consultation and collaboration with CD 11, the City of El Segundo, LAWA, and numerous residents who have expressed interest in project updates, LASAN recognizes the value of ongoing and collaborative

outreach and engagement with key stakeholders. LASAN will keep community and agency stakeholders apprised about the Project as it undergoes SCW Program funding review through email updates and community meetings. LASAN's Stakeholder and Community Outreach/Engagement Plan for the Project will reflect community values, include input from local stakeholders, and will identify anticipated community outreach and community engagement activities LASAN will conduct during the Project development lifecycle. A specific pre-construction and construction communication plan will be developed to ensure affected residents and businesses are aware of construction activities, timelines, impacts, and other information of potential interest. Community outreach activities may include online media outreach, local media outreach and grassroots outreach, as appropriate. Methods and materials may include, but are not limited to: social media, traditional media, e-newsletters, project surveys, and press releases. Additionally, briefings with elected officials, neighborhood councils, project stakeholders, CBOs, and NGOs, including local and regional environmental organizations will be held as necessary.

Los Angeles County Safe Clean Water Program Requirements/Acknowledgement

Per the County of Los Angeles Safe Clean Water Program Community Outreach and Engagement requirements, 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 relies on a network of bioswales, dry well infiltration, and addition of trees and vegetation to provide enhanced water quality benefits to the local community. Bioswales and trees will remove pollutants from stormwater using natural processes. As the stormwater migrates through layers of mulch, soil, and plant root systems, the bioswales will remove pollutants such as nitrogen and phosphorus before it infiltrates into the groundwater. The trees will filter stormwater pollution through their roots. The Project will use infiltration drywells to capture and treat wet weather flows, achieving a pollutant load reduction of 92% for Zinc and 100% for trash. The project received 50 points for the SCW water quality benefits criterion.

Water Supply Benefits

All stormwater treated by the Project will be infiltrated into the subsurface. The Project will capture an average of 5.32 AF of wet weather runoff per year, and also an additional 9.67 AFY of dry weather runoff from a 19.7-acre drainage area. For the 85th percentile, 24-hour storm event 0.46 AF of stormwater will be captured at a maximum flow rate of 0.64 cfs. Through the implementation of BMPs the Project will capture 100% of the volume from the 85th percentile, 24-hour storm event. Bioswales will be located along the center median at Imperial Highway and will capture 0.14 AF of surface runoff at a peak flow of 0.19 cfs from a 9.2-acre drainage area in the City. Meanwhile, infiltration drywells will be located at the intersection of Imperial Highway and Main Street and will capture 0.32 AFof surface runoff at a peak flow of 0.45 cfs from a 10.5-acre drainage area in the City of El Segundo. Any flows greater than the design event will be diverted to an existing catch basin to be directed to the existing storm drain system. The 24-hour BMP capacity for the project was calculated assuming a 4.5 inches per hour infiltration rate, assuming this infiltration rate the Project has a total 24-hour BMP capacity of 2.92 AF distributed between drywells and bioswales. The storage of the bioswales equates to 0.91 acre-feet, while the drywells have a storage capacity of 2.01 acre-feet.

The Project seeks to increase local water supply through the implementation of infiltration drywells. According to information obtained from the Watershed Replenishment District (WRD), impermeable layers of clay and silt in many areas of the City prevent the stormwater from percolating into the deeper aquifers currently used for municipal purposes. However, the stormwater could be added to shallow groundwater, perched aquifers, to be used for non-potable purposes or treated and used for potable demands.

The estimated annualized life-cycle cost for the Project is $708,746 which includes $233,000 in maintenance costs. This annualized cost divided by 15 AF annual average capture results in a per AF cost of $47,250 AFY, which is over the $2,500 AF resulting in zero points in this category.

Community Investments Benefits

1 – Improved Flood Management, Flood Conveyance, or Flood Risk Mitigation
The Project will address a significant number of flooding complaints that have been reported along the intersection of Imperial Highway and Main Street. This intersection has a well documented history of flooding issues that are severe during large storms. The Project will improve flood management, flood conveyance, and flood risk mitigation through the implementation of stormwater infrastructure. Infiltration drywells will remove surface flows from the intersection of Imperial Highway and Main Street, and excess flows will be directed to the existing storm drain.

2 – Creation, Enhancement, or Restoration of Parks, Habitat, or Wetlands
The Project will restore habitat for birds and other species along the median through the addition of 30 trees. California native plants are also proposed along the median. The addition of trees and native plants will enhance the ecosystem, including air quality, and noise reduction. The Project will also remove trash making the area a more pleasant environment.

3 – Improve Public Access to Waterways
The Project will improve access to Dockweiler State Beach located at the western terminus of Imperial Highway. The Project will improve the bicycle lane on Imperial Highway just East of Pershing Ave providing safe access to cyclists. Furthermore, road improvements such as curb replacement and removal of existing debris will provide safe access to motorists traveling along this route.

4 – Enhanced Recreational Opportunities
Recreational opportunities of the Project include the improved the existing bicycle path along Imperial Highway to promote access to the beach by means of bicycle, the safe routes will encourage pedestrians from nearby communities to walk to the beach. Furthermore, by providing a direct access to Dockweiler Beach, the Project creates a nexus to recreational activities such as swimming, surfing, kitesurfing, and beach sports.

5 – Greening of Schools
There are no adjacent schools, therefore, the Project does not provide greening of schools.

6 – Reducing Heat Island Effect and Increasing Shade

Shade will be increased by the addition of 30 new street trees. The trees will reduce the impact of radiation creating a cooler environment around them. The trees and bioswales will also help reduce the air temperature.

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

The Project includes the addition of 30 new trees and about 2,000 square feet of vegetation along the Imperial Highway. Additional trees and landscaping will increase carbon reduction and sequestration.

Leveraging Funds and Community Support

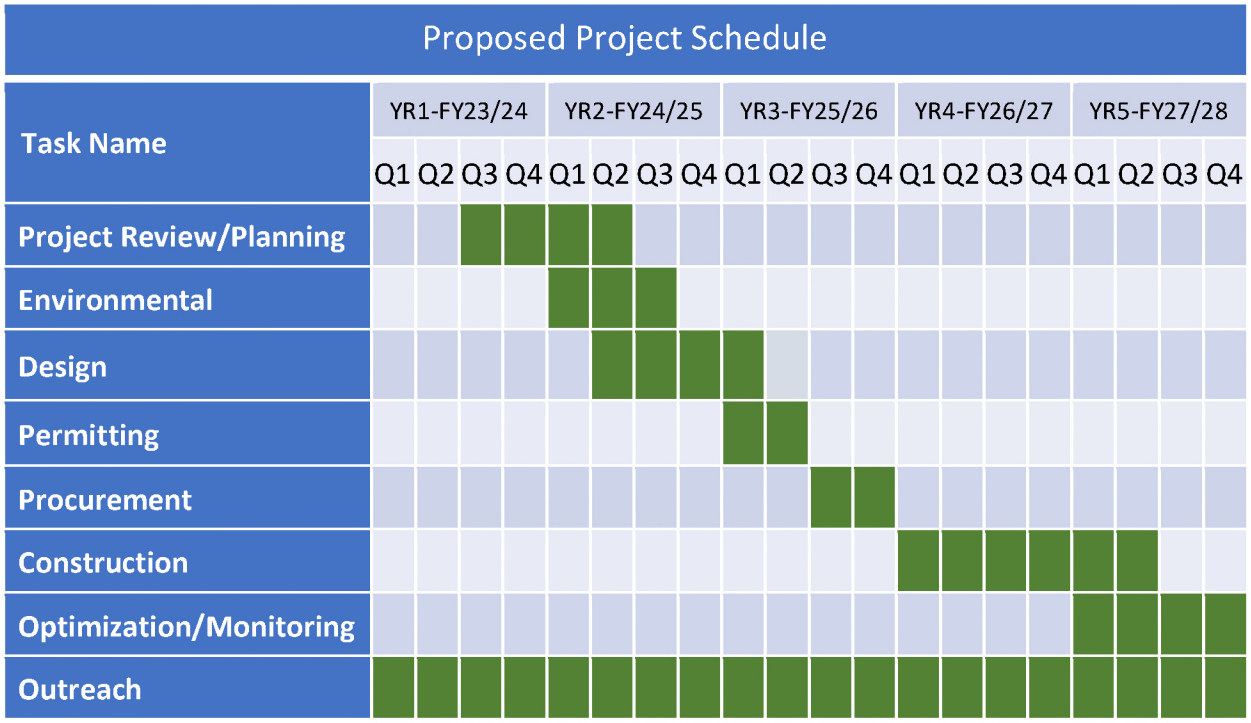
The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. The City and partnering agencies are committed to improving water quality, public health, public safety. The City will provide City Services in the amount of $1,916,000 (16 percent of the Project total cost); the Los Angeles World Airport has committed $4,000,000 to support the construction phase; the City of El Segundo has committed $500,000 (4 percent of the Project total cost) to support planning and design; and the SCWP will provide $5,232,000 throughout the 4 years of the project.

The City will assess opportunities to acquire additional leveraged funds for this Project. Some additional sources of funding to consider include but not limited to the following: Safe, Clean Neighborhood Parks and Beaches (LA County Measure A), LASAN's Tree Planting Program, Proposition 1 (State of CA), and Community Development Block Grant (State of CA). 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 Imperial Highway Green Infrastructure 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.

Table 10A. Proposed Project Schedule for Imperial Highway Green Infrastructure Project



Abbreviations and Acronyms

AF	Acre Feet
AFY	Acre Feet per Year
CBO	Community Based Organization
cfs	Cubic Feet per Second
CEQA	California Environmental Quality Act
CSMB	Central Santa Monica Bay
DAC	Disadvantaged Community
EIR	Environmental Impact Report
EWMP	Enhanced Watershed Management Plan
FY	Fiscal Year
HRU	Hydrologic Response Unit
ISI	Institute for Sustainable Infrastructure
LADOT	Los Angeles Department of Transportation
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation and Environment
LAWA	Los Angeles World Airport Authority
LAX	Los Angeles International Airport
NGO	Non-Governmental Organization
O&M	Operation and Maintenance
SCWP	Safe, Clean Water Program
SIP	Stormwater Investment Plan
TMDL	Total Maximum Daily Load
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling System
WMP	Watershed Management Plan
WRD	Watershed Replenishment District

City of Los Angeles - Safe Clean Water Program
Machado Lake Ecosystem Rehabilitation
Operations and Maintenance
Regional Program - Scope of Work
FY 2023-24



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A-1. Budget Plan

The South Santa Monica Bay (SSMB) Watershed Area generates up to $17.4 M of annual Safe Clean Water Program (SCWP) Regional funds. For Fiscal Year 2023-2024 (FY 23-24), the SSMB Watershed Area Steering Committee (WASC) voted to include the Machado Lake Ecosystem Rehabilitation Operations and Maintenance (MLER O&M) 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 FY as well as anticipated recommendations for the next four subsequent years.

The amount of SCWP contribution for the MLER O&M project approved by the SSMB WASC in the SIP on February 15, 2023 is shown below (Table 1A).

Table 1A. The SCWP Regional contribution for the MLER O&M project

Fund Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
SCWP Regional Program Award	$282,706	$794,880	$728,280	$794,880	$598,625	$3,200,000
Total Funding	**$282,706**	**$794,880**	**$728,280**	**$794,880**	**$598,625**	**$3,200,000**

The City of Los Angeles (City) 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 the O&M phases of the Project that are included in the Work Schedule Plan for the Project along with the anticipated costs for each FY. The City is contributing an average of 44% of total project costs in leverage funds. The five-year Budget Plan for the project is shown in Table 1B.

Table 1B. Budget Plan

Development Phase	SCW Funding per FY					
	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL
O&M	$282,706	$794,880	$728,280	$794,880	$598,625	$3,200,000
TOTAL	**$282,706**	**$794,880**	**$728,280**	**$794,880**	**$598,625**	**$3,200,000**

A-2. Consistent with SCW Program Goals

The MLER O&M Project sustains the goals of the original Machado Lake Ecosystem Rehabilitation Capital project which was funded by the City of Los Angeles Clean Water Bond Program (Proposition O) and completed in 2017-18. The Project scope was determined based primarily on meeting water quality compliance and flood risk reduction targets. The original capital project is in a disadvantaged community (DAC) and provided Nature based-solution benefits including, flood management, reduced flood risk: increased, improved, and restored habitat areas; improved water quality; water supply benefits, increase in tree canopy and other solutions that help improve the quality of life and health of the community. The MLER O&M Project scope is based on preserving all of the original capital project elements, including the Nature-Based solutions as well as structural and mechanical Best Management Practices (BMPs).

The Project will allow the existing facilities to meet the primary goals of water quality improvements, while providing community open space, recreational amenities, flood mitigation, and reduced water supply demand. These are all stated objectives of the SCWP.

Water Quality Benefits - Wet Weather

The Project area is located within the SSMB watershed management area, and faces poor water quality of urban runoff from the presence of metals, organic chemicals, trash, debris, oil, grease, and some pathogens. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants, including the following: trash, eutrophic odor. Other 303(d) listing for Machado Lake include: algae, ammonia, eutrophic odor, Chem A (tissue), chlordane, DDT, dieldrin, and PCBs. The City of Los Angeles and partner agencies have outlined a plan to address these impairments through the Enhanced Watershed Management Plan (EWMP), which strategizes and lists water quality projects.

According the Hydrology and Hydraulic report prepared for the MLER design by City of LA Bureau of Engineering (Machado HH 100%_011012 pdf), the peak flow rate into Machado Lake for the water quality design storm (1-year), using HEC-RAS modeling, was estimated to be 880 cfs. With the implementation of the O&M measures, there is estimated to be a 55% removal total phosphorous in Machado Lake and a 98% removal of total trash. This project scored 45 out of a total of 50 possible points in the Wet/Dry Water Quality category.

The O&M project will maintain the Machado Lake Ecosystem Rehabilitation Project (MLERP) in capturing local stormwater and urban runoff. In addition to improving receiving water quality and mitigating flood risk, capturing runoff represents a source of water that will sustain the lake ecosystem during periodic times of drought and water scarcity. Capturing runoff offers a source

of local water that may be more reliable than imported water supplies, which can be affected by declining snowpack, natural and manmade disasters, increased upstream environmental needs, legal or regulatory decisions, or rapid increases in the price of imported water. By capturing runoff, the project decreases the amount of potable water needed to maintain recreational activities at the Machado Lake. Additionally, O&M will maintain the lake bed lining and lake inlet and outlet structures to continue to prevent water loss from leakage and exfiltration, further conserving water supply. The Project will capture an average of 13,260 AF of wet weather runoff per year, and also an additional 217 AF per year of dry weather runoff.

Water Supply Benefits

The O&M project will maintain the MLERP in capturing local stormwater and urban runoff. In addition to improving receiving water quality and mitigating flood risk, capturing runoff represents a source of water that will sustain the lake ecosystem during periodic times of drought and water scarcity. Capturing runoff offers a source of local water that may be more reliable than imported water supplies, which can be affected by declining snowpack, natural and manmade disasters, increased upstream environmental needs, legal or regulatory decisions, or rapid increases in the price of imported water. By capturing runoff, the project decreases the amount of potable water needed to maintain recreational activities at the Machado Lake. Additionally, O&M will maintain the lake bed lining and lake inlet and outlet structures to continue to prevent water loss from leakage and exfiltration, further conserving water supply.

Lake rehabilitation included removal of contaminated lake bed soils and relining of the lake bed to minimize exfiltration to the subsurface to reduce potable water as a source to maintain lake levels. Similarly, dry-weather flows are intercepted and treated to augment lake levels and sustain wetland plants during intervals of high evaporative loss. O&M ensures the diverted dry-weather flows continue to augment lake supply, and that the lake bed is properly maintained to prevent lake water loss through exfiltration. This maintains the proper lake level and sustains wetland plants to offset potable irrigation needs. A water balance for the lake indicates 110 acre-feet available annually for the augmentation of the lake level and sustaining of lake edge and wetland plants. This is calculated using an annual capture volume of 235 acre-feet, less 125 acre-feet of use and loss through plant uptake, evapotranspiration, evaporation, and outflow.

Community Investment

Ken Malloy Harbor Regional Park and Machado Lake are located within and directly adjacent to a number of DACs, in a heavily industrialized area with few parks and open spaces. The lake provided a much needed large and unique public facility with recreational activities, habitat, open space, and wildlife viewing for the surrounding community. The park design approach at Machado Lake Ecosystem Rehabilitation created opportunities for passive recreation within the enhanced

native environment while controlling pedestrian circulation and access in order to minimize impacts to habitat. Passive recreation opportunities include fishing, nature study, educational areas, interpretive exhibits, and wildlife viewing along meandering walkways, boardwalks, and trails throughout the project site. Underlying objectives include: protecting and maximizing public access to any viable existing park elements, species, and habitat; enriching the overall park program with community desired features; incorporating visual continuity in all new park elements; and including multiple accessible opportunities for visitors to interact with the environment in varied ways. Funding for Operation and Maintenance will preserve the original project improvements and continue the Nature-based solutions and community benefits, ensuring safe and clean facilities and a thriving ecosystem.

Nature Based Solutions

The Nature-Based solutions to be maintained include the tributary drains and in-lake improvements (lake bed lining, erosion control, sediment basin, structural improvements and oxygenation/recirculation system), lake edge plantings, and constructed treatment wetlands. These were installed as part of the original Prop O project scope to best meet water quality objectives and goals of improving hydrology and flood management, while enhancing the lake and wetlands ecosystem, increasing and enhancing native habitat and improving recreational opportunities.

Nature based-solution benefits include; improved flood management, reduced flood risk; increased, improved, and restored habitat areas; improved water quality; water supply benefits, increase in canopy/reduction of heat island effect, enhanced biodiversity and reduction and control of invasive species and vectors, and improved aquatic, wetlands and riparian habitats and increased access to the public waterways and recreation.

Leveraging Funds and Community Support

This project has $2,555,816.00 in municipal leveraged funds committed. Community support has included 30 letters of support, 4 events, 125 survey responses and over 250 people engaged in the project in 2022. There are also email blasts, social media posts, community events and a survey planned in 2022-2023.

Quantitative Target and Corresponding Metrics

For the SSMB watershed, this Project represents an exemplary opportunity to sustain the water quality, water supply, and community benefits of the original Prop O capital project. The SCWP scoring evaluation outlines how the MLER O&M Project meets the SCW Program goals. The total score for the project was 81 points. 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
Total Phosphorous	% of total removed	50	yearly
Trash	% of total removed	98	yearly

Target achievement to be based on analysis of water quality samples (TP) and observational data.

A-3. Estimated Reasonable Total Activity Cost

The continual success of this Project requires an operations and maintenance regime that will continue to achieve the goals and benefits for Machado Lake and the community. In order to do so, the City is seeking a 5-year funding allocation with an average annual cost estimate of $640,000 for MLER O&M through the SCWP. SCWP funding for O&M activities will help to achieve compliance with nutrients and other TMDL targets for the lake, keep the lake and wetland ecosystems functioning and to protect habitat and the public health.

Table 3A. Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
O&M	$3,200,000
Total Project Cost	$3,200,000

A-4. Funded Activity Description and Scope of Work

Machado Lake is located at 25820 Vermont Ave, Harbor City Los Angeles, CA 90710 at a latitude of 33.785395 a longitude of -118.293791 in Council District 15. The City of Los Angeles Sanitation and Environment (LASAN) is responsible for meeting water quality goals (including TMDLs for nutrients and beneficial uses) under the Federal Clean Water Act as well as the maintenance of all Prop O project improvements. Over the past several years LASAN has deferred O&M activities due to budget constraints, with many critical tasks not being done. Critical daily or weekly tasks identified include: trash and debris removal and disposal; weed and algae removal and disposal; dead animal and fish removal; care and replacement of aquatic plantings; installation and repair of safety barriers and bird deterrents.

Other periodic tasks identified include: biological treatments for control of algae and cyanobacteria to maintain lake equilibrium, meet TMDL standards, and protect public health; sediment removal from wetlands; sampling and analysis, repair and calibration of in-lake aeration, recirculation, and monitoring systems; invasive species assessment and control; prevention of conditions causing vector issues; structural components such trash separator units, wet-wells, pump station, inlet forebay, and oxygenation system; and environmental education (for example, DO NOT FEED BIRDS signage) and outreach to the community (website info, public tours), community partnering, and public information to benefit water quality and protect public health.

The continual success of this Project requires an operations and maintenance regime that will continue to achieve the goals and benefits for Machado Lake and the community. In order to do so, the City is seeking a 5-year funding allocation with an average annual cost estimate of $640,000 for MLER O&M through the SCWP. SCWP funding for O&M activities will help to achieve compliance with nutrient and other TMDL targets for the lake, keep the lake and wetland ecosystems functioning and to protect habitat and public health.

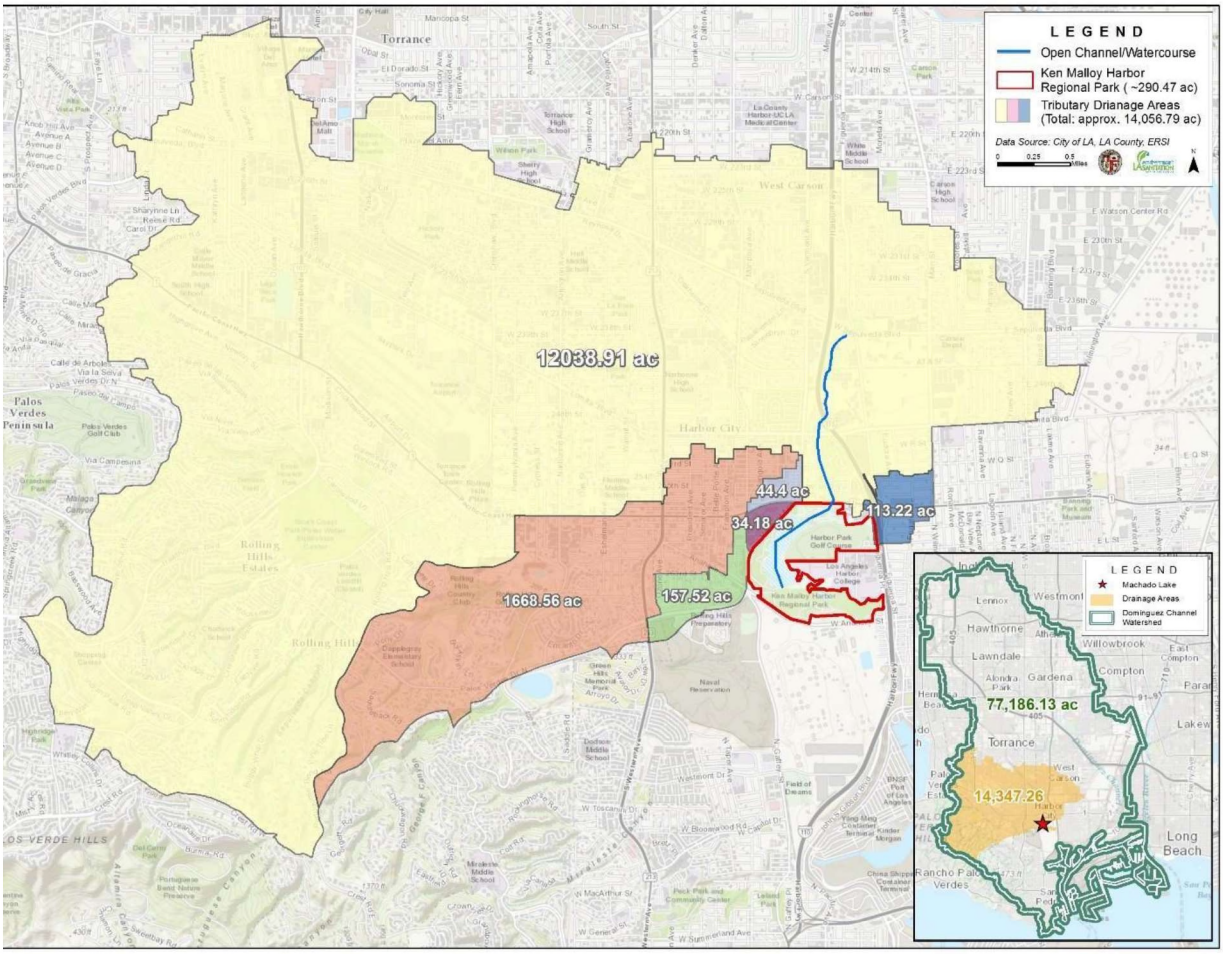


Figure 1. Location Map with Drainage Areas Indicated



Figure 2. Rendering of Project showing original MLER project elements

Capture Area Details

The MLER O&M project is to maintain an existing stormwater facility. There are currently no downstream facilities; the project is located at the base of a >14,000-acre watershed. Stormwater exits Machado Lake and Ken Malloy Regional Harbor Park via a structure which terminates in an outlet into Los Angeles Harbor, 1,500 feet south of the lake.

Table 4A. Size and land uses of the capture area upstream of the project

Capture Area Summary	
Capture Area:	14156 ac
Impervious Area:	6687 ac
Pervious Area:	7469 ac

Table 4B. Land Uses Within Project Drainage Area

Breakdown of Impervious Acreage in Capture Area		
Land Use Type	Percent Impervious	Acres
Single Family Residential	40.23 %	2690.1801
Multi Family Residential	8.45 %	565.0514999999999
Commercial	26.28 %	1757.3436000000002
Institutional	5.19 %	347.0553
Industrial	9.15 %	611.8605
Highways and Interstates	3.7 %	247.41900000000004
Secondary Roads and Alleys	4 %	267.48
Urban Open Space	3 %	200.60999999999999

Project Status and Funded Activities

This is an O&M project. O&M activities have been ongoing since original capital project completion in 2017-18. MLER O&M Feasibility Report was completed and submitted on July 29, 2022. Project funding of $3.2 million was approved to be included in the FY23-24 SIP on August 8, 2023.

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

An operations and maintenance overview schedule is shown in the table below. Areas of O&M include: Lake, lake vegetation and treatment wetlands, natural systems (vegetation, aquatics), structures, mechanical and instrumentation components. Overall MLER O&M includes both tasks performed by City staff as well as specialized contracted services. Many tasks to be completed under the MLER O&M project tasks are anticipated to be contracted. Potential challenges to O&M includes the regular vandalism and theft of equipment that maintains the operation of the project. A O&M life cycle of 50 years was assumed.

Table 5A. Anticipated O&M Plan.

Activity	Locations	Anticipated frequency	Training/ Qualification	Anticipated Role
Lake – aquatic, vegetation and structures				
Trash and debris removal and disposal	Lake edges	Weekly	Lake and aquatic environment expertise	Staff and/or Contractor – RAP or LASAN
Algae and aquatic weed control removal and disposal	Lake	Weekly	Lake and aquatic environment expertise	Contractor –RAP or LASAN
Emergent vegetation (cattail and bulrush) control	Lake edges	Monthly	Lake and aquatic environment expertise	Contractor –RAP or LASAN
Biological monitoring for vegetation control	Lake edges	Monthly	Biological and environmental expertise	Contractor –RAP or LASAN
Vector control and invasive species control and removal	Lake edges and margins	Weekly to monthly and as needed	Licensed applicator, Lake and aquatic environment expertise	Contractor –RAP or LASAN
BGA monitoring and treatment	Lake and lake edges	Monthly and as-needed	Lake and aquatic environment expertise	Contractor –RAP or LASAN
Sediment basin	North end of Lake	Bi- Annual	Lake and aquatic environment expertise, heavy equipment operator	Contractor –RAP or LASAN
Dam structure and gates	South end of Lake	Monthly and after every storm event	Operator	Staff and/or Contracted by LASAN
Inlet drains - Structures				
Hydrodynamic Separators (5)	2 at Project 77 drain, 2 at Figueroa Drain, 1 at D24010	2x per year and after storm events	Heavy equipment operator	Staff and/or Contracted by LASAN
Trash and gross solids removal devices	Wilmington drain, Project 510	2x per year and after storm events	Heavy equipment operator	Staff and/or Contracted by LASAN

Vaults, weirs, berms, rip rap, swales	Project 510, west side shore of lake	2x per year and after storm events	Maintenance expertise and equipment	Staff and/or Contracted by LASAN
Recirculation/oxygenation system- Structural and Mechanical				
Lake intake line and screen and structure	South end of lake	Annual	Scuba or aquatic environment expertise	Staff and/or Contracted by LASAN
Pump station air valves (2)	Constructed treatment wetland east side of lake	Monthly check, annual maintenance	Pump and valve operation	Staff and/or Contracted by LASAN
Recirculation Pumps and wet well	Constructed treatment wetland east side of lake	Monthly check, annual maintenance	Pump and valve operation	Staff and/or Contracted by LASAN
Outlet works Pumps and wet well	Constructed treatment wetland east side of lake	Monthly check, annual maintenance	Pump and valve operation	Staff and/or Contracted by LASAN
Speece Cone	Constructed treatment wetland east side of lake	Weekly	Pressure certification, Pump and valve operation	Staff and/or Contracted by LASAN
Oxygen Generator	East of Constructed treatment wetland – near golf course maintenance yard	Weekly	Oxygen and haz materials handling	Staff and/or Contracted by LASAN
O2 Gen and outlet air release valves	East of Constructed treatment wetland – near golf course maintenance yard	Varies, refer to manual	Oxygen and haz materials handling	Staff and/or Contracted by LASAN
O2 Gen bldg	East of Constructed treatment wetland – near golf course maintenance yard	Varies, refer to manual	Oxygen and haz materials handling	Staff and/or Contracted by LASAN
O2 Vault Flowmeter	Constructed treatment wetland	Monthly check, annual maintenance	Pressure certification, Pump and valve operation	Staff and/or Contracted by LASAN

	east side of lake			
Gas Detection system	Constructed treatment wetland east side of lake	Weekly	Pressure certification, Pump and valve operation	Staff and/or Contracted by LASAN
Utility pump	Constructed treatment wetland east side of lake	Monthly	Pump and valve operation	Staff and/or Contracted by LASAN
Air handling Equipment at O2 gen	East of Constructed treatment wetland – near golf course maintenance yard	Weekly	Oxygen and haz materials handling	Staff and/or Contracted by LASAN
Control systems/PLC	Constructed treatment wetland east side of lake and O2 Generator	Monthly or more frequently as needed	Instrumentation technician, operator	Staff and/or Contracted by LASAN
Discharge Pipe and header	Constructed treatment wetland east side of lake and north area of lake	Monthly or more frequently as needed	Pump and valve operation	Staff and/or Contracted by LASAN

A-6. Post-Construction Monitoring

This is an O&M project only.

Since its completion in 2017-18, continuous monitoring of the MLER project is ongoing for compliance purposes and provided on annual basis to the Regional Water Quality Control Board (see link for more details on monitoring data and monitoring plans: https://www.waterboards ca.gov/ losangeles/water_issues/programs/stormwater/municipal/monitoring_data.html)

Previous to the construction and implementation of the Project, the City of Los Angeles LA Sanitation and Environment's Watershed Protection Division (WPD) regularly collects runoff water quality monitoring data from three storm drain outfall locations, which include the Wilmington Drain above Lomita Boulevard, the Project 77 storm drain outfall on the west side of Machado Lake, and the Project 510-Line C storm drain outfall on the west side of Machado Lake. Additionally, WPD collects water quality data from four real-time monitoring buoys and two in-lake sampling locations.

A-7. Sustainability Rating

This is an O&M project, therefore, the project does not currently qualify for a sustainability rating using the Envision framework of the Institute for Sustainable Infrastructure (ISI). However, the original Proposition O capital project won several sustainability and environmental awards including:

- American Public Works Association – Southern California Chapter
  2018 BEST Project Award – Storm Water Quality
- Engineering News Record (ENR) California Region
  2018 Best Projects Award (Southern California) - Water/Environment
- Construction Management Association of America – Southern California Chapter
  2018 Project Achievement Award – Public Works
- American Society of Civil Engineers – Metropolitan Los Angeles Branch
  2017 Outstanding Environmental Engineering Project

A-8. Stakeholder and Community Outreach/Engagement Plan

Outreach and engagement for the MLER O&M project began in 2021 as part of Round 3 Feasibility Study efforts, and continued in 2022-23 for the Round 4 application. Efforts included attending events and public meetings, obtaining support received from community leaders, local nonprofits and organizations dedicated to preserving habitat and supporting wildlife as well as providing local jobs to the community for at-risk youth. To date, over 300 community members have been actively engaged about the Project.

During FY 22-23, to inform and engage the community about the project and gain support, City Staff conducted multiple public outreach efforts via email, survey forms, social media, and attended six community events and meetings. The community, local businesses and NGOs will continue to be engaged during the 5-years of the project via social media, community events and meetings and postings. Survey results and outreach feedback will be collected, analyzed and incorporated into refinement of scope of work for the Project. We will utilize the City public bid contracting processes for distributing information on O&M of the project, contracting opportunities. We also hope to engage local schools to promote job-training in environmental fields and O&M of natural treatment projects such as MLER. The outreach and engagement schedule for the project going forward, is shown in Table 4.

Table 8A. Project outreach and engagement schedule.

Activity	FY 23-24				FY 24-25				FY 25-26				FY 26-27				FY 27-28			
	2023		2024		2024		2025		2025		2026		2026		2027		2027		2028	
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
Outreach																				
Engagement																				

Some of the planned engagement activities include:

- Attend on-site engagement events with NGOs and public to solicit feedback and gather information about public usage and concerns that may affect Project
- Attend local engagement events at or near KMRHP/Machado Lake and at other city facilities; re-survey residents to gain insight into public usage
- Conference calls and outreach with local officials, non-governmental organizations (NGOs) and community-based organizations (CBOs) for possible future collaborations for training and contracted work to support O&M efforts
- Email blasts and social media updates; outreach to stakeholders and community to keep them informed about efforts relating to the Project

A-9. Tracking Infrastructure Program Project Benefits

Dry or Wet Weather Water Quality Benefits

Machado Lake is located within the Dominguez Channel Watershed Management Area Group; an important watershed in Southern California that is densely and heavily urbanized. Due to high industrial uses, the watershed constantly faces poor water quality of urban runoff from the presence of metals, organic chemicals, trash, debris. oil, grease and some pathogens. To address these concerns, the LARWQCB established specific TMDLs for Trash, and Nutrients for the Machado Lake; other 303(d) Listings for the Machado Lake include: algae, ammonia, eutrophic, odor (TMDL adopted), trash (TMDL adopted), Chem A (tissue), chlordane, DDT, dieldrin, PCBs.

Since its completion in 2017, the MLERPs primary goal has been to achieve compliance requirements. Through an innovative and unique approach, the facility utilizes natural processes, structural BMPs and mechanical methods (oxygenation and recirculation) to treat stormwater and urban runoff. The project elements have been successful at removing pollutants that otherwise could end up in local water bodies. The O&M Project is essential to continue providing the water quality improvements and other benefits provided by the existing capital project.

The Project will be capable of capturing 1105 ac-ft of stormwater during a one-year storm event. The initial project was estimated to decrease Zinc by 13.5-18.3%, Total Copper by 12.2-17.1%, Total Lead by 11.9-16.8%, Total Nitrogen by 19.6-24.0%, Total Phosphorous by 17.6-22.2%, and E. coli by 14.1-18.9%.

Water Supply Benefits

The O&M project will maintain the MLERP in capturing local stormwater and urban runoff. In addition to improving receiving water quality and mitigating flood risk, capturing runoff represents a source of water that will sustain the lake ecosystem during periodic times of drought and water scarcity. The project captures and treats 100% of first flush. Dry-weather flows are captured, pre-treated, and diverted to the lake to augment lake levels during intervals of high evaporative loss. This maintains the proper lake level and sustains wetland plants to offset potable irrigation needs. The calculated annual average capture by the project is projected to be 23.196ac-ft at a cost of $25,842.96 per ac-ft. Capturing runoff offers a source of local water that may be more reliable than imported water supplies, which can be affected by declining snowpack, natural and manmade disasters, increased upstream environmental needs, legal or regulatory decisions, or rapid increases in the price of imported water. By capturing runoff, the project decreases the amount of potable water needed to maintain recreational activities at the Machado Lake. Additionally, O&M will maintain the lake bed lining and lake inlet and outlet structures to continue to prevent water loss from leakage and exfiltration, further conserving water supply.

Community Investments Benefits

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

The area near the project site has historically been prone to flooding. The project will maintain the flood management improvements of the capital project, providing flood conveyance for storm events and reducing local flood risk to the adjacent areas. Dredging of Wilmington Drain channel, just north of Machado Lake, done as part of the original MLER project restored hydraulic capacity to pre-1977 levels, protecting downstream areas.

Improved integrated flood management systems can help reduce flood risk in 2,310 acres of flood prone areas by either increasing protection or decreasing needs using integrated flood management approaches. They can also help protect lives and property. The Subregion plans on meeting this objective by reducing 2,310 acres of local unmet drainage needs. The local unmet drainage target was determined by looking at Special Flood Hazard Areas (SFHAs), also known as flood plains, as defined by Federal Emergency Management Agency (FEMA), compared to land uses and the presence of structures. Detailed assumptions and calculations used to develop the Subregion's flood target can be found in the Flood Management Objectives and Target TM.

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

The operations and maintenance Project will protect and continue enhancing the park, lake and wetland spaces. Treatment wetlands and habitat will be protected by managing vegetation and controlling invasive species, and other non-native threats.

Natural-based solutions were implemented as part of the Prop O capital project including sediment removal, constructed treatment wetlands, lake improvements, invasive species removal, habitat restoration and improvement of seasonal freshwater marshes. In addition, paved pathways, trails and new and improved wildlife viewing platforms, trails, and benches provide residents safe means to enjoy the lake. Because of their habitat value, potential for contaminant removal and extensive distribution throughout Ken Malloy Harbor Regional Park (KMHRP), use of wetlands is considered a sustainable way to support the water quality improvements, flood risk reduction and habitat enhancement goals of the Machado Lake Rehabilitation Project. Proper Operation and Maintenance of the Lake and Wetlands is critical to preserving and protecting the nature-based solutions.

3 – Enhanced Recreational Opportunities

The Lake and Park are vital local natural resources and recreation areas for residents of these communities to enjoy the lake and wetlands, habitat and park features. Other features include the addition of four fishing piers which allow catch-and-release fishing. In addition, paved pathways, trails and new and improved wildlife viewing platforms, open space, educational potential, trails, and benches provide residents safe means to enjoy the lake.

4 – Greening of Schools

This project does not directly green local school campuses, but local schools, clubs, and non-government agencies use the facility for environmental education, field trips, and recreation.

5 – Reducing Heat Island Effect and Increasing Shade

The installation of new wetlands, greened open spaces, riparian plantings, and the lake itself help increase shade and mitigate local heat island effect. The original Prop O capital project provided other Nature based-solution benefits including improved flood management, reduced flood risk; increased, improves, and restored habitat areas; improved water quality; water supply benefits, increase in tree canopy/reduction in heat island effect, enhanced biodiversity and reduction and control of invasive species and vector, and improved aquatic, wetlands and riparian habitats and increased access to the public waterways and recreation. All of these help improve the quality of life and health of the community.

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

Lake-edge and riparian trees and plants will be maintained and enhanced as part of O&M. Exotic, invasive and non-invasive plants will continue to be removed and replaced with appropriate native species.

The original Prop O capital project provided other Nature based-solution benefits including improved flood management, reduced flood risk; increased, improves, and restored habitat areas; improved water quality; water supply benefits, increase in tree canopy/reduction in heat island effect, enhanced biodiversity and reduction and control of invasive species and vector, and improved aquatic, wetlands and riparian habitats and increased access to the public waterways and recreation.

Leveraging Funds and Community Support

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. The funding amount for City of Los Angeles leveraged funds is $2,55,816.00 and is expected through FY 2027-2028. Robust public outreach will be maintained throughout Project delivery as described in section A-8.

A-10. Work Schedule and Completion Date

This is an O&M project. O&M activities will commence once funding is received and encumbered, and contracts for the work are executed. The preliminary implementation schedule for the MLER O&M project is included in Table 10A, and is also pending on SCW Transfer Agreement execution and fund disbursements. Funding is for 5 years of O&M, and completion of activities is expected in FY 27-28.

Table 10A. Anticipated Work schedule.

Phase	FY 23-24				FY 24-25				FY 25-26				FY 26-27				FY 27-28			
	2023		2024		2024		2025		2025		2026		2026		2027		2027		2028	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
O&M																				

Abbreviations and Acronyms

BMP	Best Management Practices
CBO	Community Based Organization
DAC	Disadvantaged Community
EWMP	Enhanced Watershed Management Program
FEMA	Federal Emergency Management Act
FY	Fiscal Year
ISI	Institute for Sustainable Infrastructure
KMHRP	Kenneth Malloy Harbor Regional Park
LARWQCB	Los Angeles Regional Water Quality Control Board
LASAN	Los Angeles Sanitation and Environment
MLER O&M	Machado Lake Ecosytem Rehabilitation Operation & Maintenance
MLERP	Machado Lake Ecosystem Rehabilitation Project
NGO	Non-Governmental Organization
O&M	Operation and Maintenance
SCWP	Safe, Clean Water Program
SFHA	Special Flood Hazard Area
SSMB	South Santa Monica Bay
SIP	Stormwater Investment Plan
TMDL	Total Daily Maximum Load
WASC	Watershed Area Steering Committee
WPD	Watershed Protection Division

Stormwater Investment Plan
Central Santa Monica Bay Watershed Area

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (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 following sections include details regarding the recommended SIP:

Contents

1 Summary of Stormwater Investment Plan Recommendations 2
2 Summary of Meetings and Process 4
3 Infrastructure Program 5
4 Technical Resources Program 14
5 Scientific Studies Program 15
6 Next Steps 16

Attachments:

- Attachment A – Final Recommended SIP
- Attachment B – Summary to Date

Please review the recommended SIP and select one of the following:

	Regional Oversight Committee (ROC) concurs with the recommended SIP as-is
	Refer to ROC meeting minutes for comments

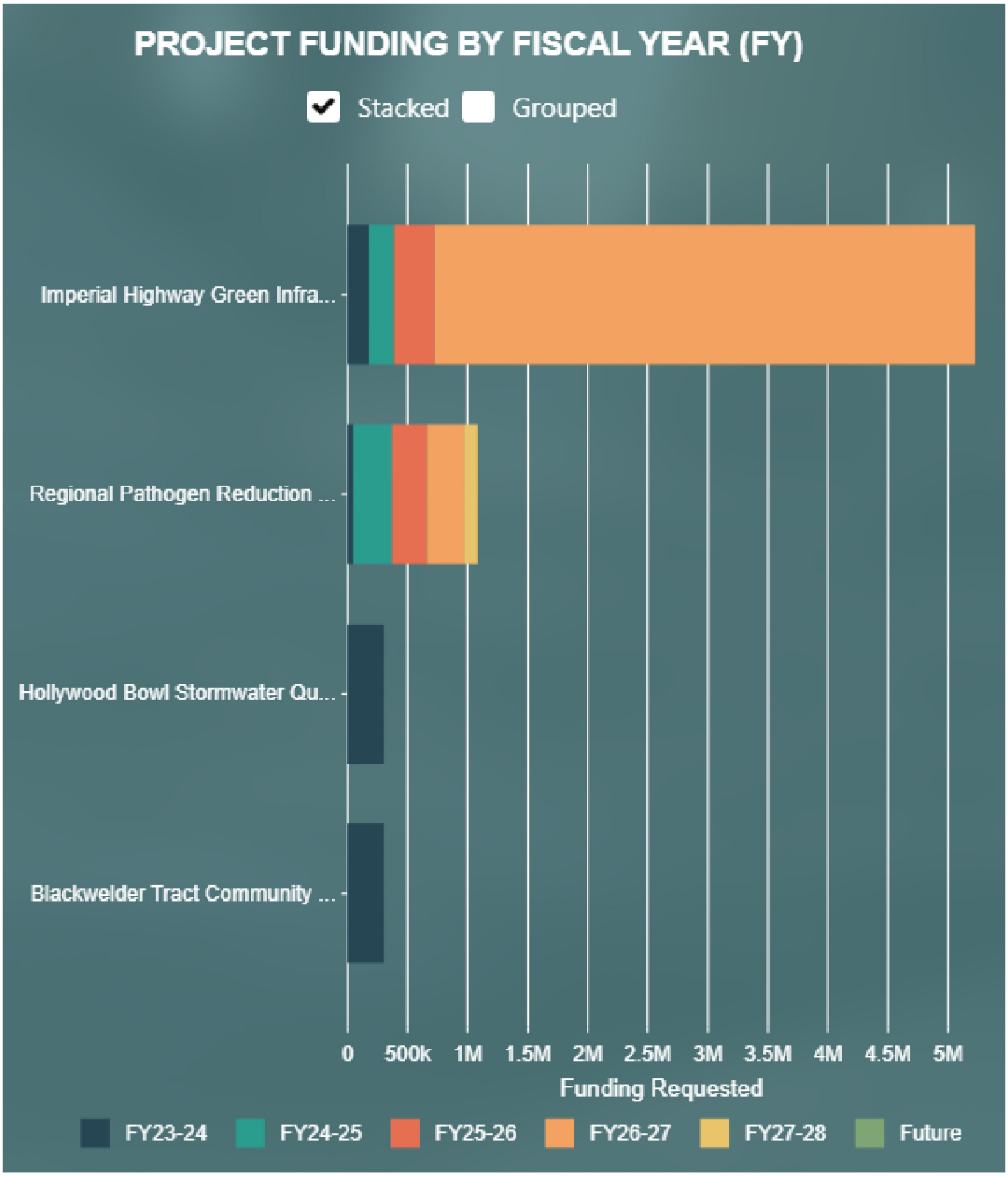
1 Summary of Stormwater Investment Plan Recommendations

The Central Santa Monica Bay Watershed Area receives approximately $17.7M in annual Regional Program funds.

For Fiscal Year 2023-2024 (FY23-24), 3 Infrastructure Program (IP) Project applications, 1 Technical Resources Program Project concept application, and 1 Scientific Studies Program application were submitted for consideration. After a completeness check by the Los Angeles County Flood Control District (District), only 2 of the 3 IP Project applications were allowed to advance to the Scoring Committee for an official score. Of the 2 Projects to advance to Scoring Committee, only 1 received a score higher than the minimum threshold score of 60 points and allowed to come back to the WASC for consideration. The 1 IP Project application not passing the completeness check was referred to the Technical Resources Program. After careful review and consideration, the WASC voted to include 1 Infrastructure Program Projects, 2 Technical Resources Program Project concepts, 1 Scientific Study, and 2 Watershed Coordinators into the recommended SIP.

Below is a summary of the total funding allocated per year in the recommended SIP, including both new projects and continuing projects.

	Budget	Projections					
	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL
A. Anticipated Annual Regional Program Funds Collected	$17.7M	$17.7M	$17.7M	$17.7M	$17.7M		$88.7M
B. Anticipated Annual Regional Program Funds Available (A+D)	$21.1M	$24.5M	$30.1M	$40M	$52.4M		
C. Total Recommendation in Current SIP	$820k	$546k	$622k	$4.8M	$107k	$0	$6.9M
Total Allocated in Previous SIP(s)	$13.5M	$11.6M	$7.2M	$500k	$400k	$0	$33.2M
D. Remaining Balance/Rollover Funds (B-C) $3.3M	$6.8M	$12.3M	$22.2M	$34.7M	$51.9M		
E. Percent Allocated (C/B)	68%	50%	26%	13%	1%		45%



Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

2 Summary of Meetings and Process

The WASC met 6 times between August 2022 and February 2023. Refer to https://safecleanwaterla.org/central-santa-monica-bay-watershed-area/ for the current list of WASC members, meeting dates, and meeting materials.

2.1 Call for Projects

The Call for Projects for FY23-24 funding ended on July 31, 2022. After a check for completeness by the District staff, the WASC received an overview of project submittals. The WASC discussed the Projects and voted to send 2 of the 3 IP Projects to be scored by the Scoring Committee.

2.2 Scoring

The Scoring Committee evaluated each project submittal and provided an official score based on the scoring criteria defined in the Feasibility Study Guidelines (https://safecleanwaterla.org/wp-content/uploads/2019/09/Feasibility-Study-Guidelines-20190917-FINAL-1.pdf). Since all Regional Program Projects must meet the Threshold Score of 60 points or more to be eligible for consideration in the Infrastructure Program, only those qualifying projects were returned to the WASC for further evaluation. Imperial Highway Green Infrastructure Project scored 63 points out of a possible 110 and was returned to the WASC for further evaluation. The Baldwin Vista Green Streets Project was determined unable to score and not returned to the WASC for further evaluation.

See Scoring Rubric for FY23-24 (https://safecleanwaterla.org/wp-content/uploads/2023/02/Imperial-Hwy-20221201.pdf) for more details.

2.3 Presentations

The WASC received presentations from all Regional Program applicants that submitted complete proposals. Each presentation was allotted approximately 10 minutes of presentation time with 10 minutes for questions and answers; additional time for presentation or Q&A was accommodated when necessary. The committee members discussed each application at the conclusion of each presentation.

As appropriate, the WASC also received updates from the previous applicants on Projects, Project concepts, and Studies, that were previously approved from the FY20-21, FY21-22, and FY22-23 SIPs. Those recipients continue to execute their Transfer Agreements or Addendums, receive funds, initiate the approved activities, and begin the formal reporting process.

2.4 Preliminary Ranking Worksheet

The WASC discussed each eligible Project, Project concept, and scientific study as a group. Since there was only 1 IP Project, no preliminary ranking was conducted.

2.5 SIP Development

The WASC is aware of the District's in-progress Metrics and Monitoring Study that is intended to help inform future SIP development through the support of both early/coordinated planning as well as more meaningful tracking/monitoring of projects and benefits. These results, along with other efforts and regional plans related to identifying needs, priorities, and lessons learned, will continue to be grafted into the Regional Program process as able. In the meantime, the WASC reviewed and utilized all available information and guidance materials including, but not limited to, the items listed below. Please refer to the Project Portal (https://portal.safecleanwaterla.org/scw-reporting/map) and the WASC webpage on the Safe, Clean Water website (www.safecleanwaterla.org) for details.

- Project applications, factsheets, and presentations
- Safe Clean Water Spatial Data Library
- SIP Programming Tool
- Preliminary Rankings, as applicable
- Anticipated future construction costs for projects
- Program Guidance
    - Programming of Nature-Based Solutions
    - Implementing Disadvantaged Community Policies in the Regional Program
    - Strengthening Community Engagement and Support
    - Water Supply
    - Partial Funding Guidelines

The WASC discussed all available information and received public comments before voting to approve Projects and studies and their corresponding annual funding allocations into the recommended SIP.

2.6 Summary of Public Comment

The WASC received public comments which are available in the WASC meeting minutes on the Safe, Clean Water website. The WASC did not receive any strong public input contrary to the recommended SIP. The WASC received strong public support for the Imperial Highway Green Infrastructure Project. OurWaterLA submitted a comment letter that recommended the Imperial Highway Green Infrastructure Project and the Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement Project for funding.

3 Infrastructure Program

3.1 Submitted and Recommended Projects

All projects were evaluated as described above in Section 2 Summary of Meetings. Following is a list of all Projects submitted to the FY23-24 Infrastructure Program for this Watershed Area. Projects shown in white have been included in the recommended SIP.

Project Name	Project Applicant	SIP Programming Status	Phase(s)	Total Funding FY23-28
Baldwin Vista Green Streets Project	**City of Los Angeles, LA Sanitation and Environment**	Not Included in SIP	Design, Construction	$6,492,729.00
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement Project	**California Greenworks, Inc.**	Not included in SIP*	Planning, Design, Construction	$3,673,371.80
Imperial Highway Green Infrastructure Project	**City of Los Angeles, LA Sanitation and Environment**	Included in SIP	Planning, Design, Construction, O & M	$5,232,000.00

* Project was referred to the Technical Resources Program for further concept development.

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

Note: All Projects included in the recommended SIP are expected to request additional funding for operations, maintenance, and monitoring for a minimum useful life of 30 years.

3.2 Discussion of Criteria

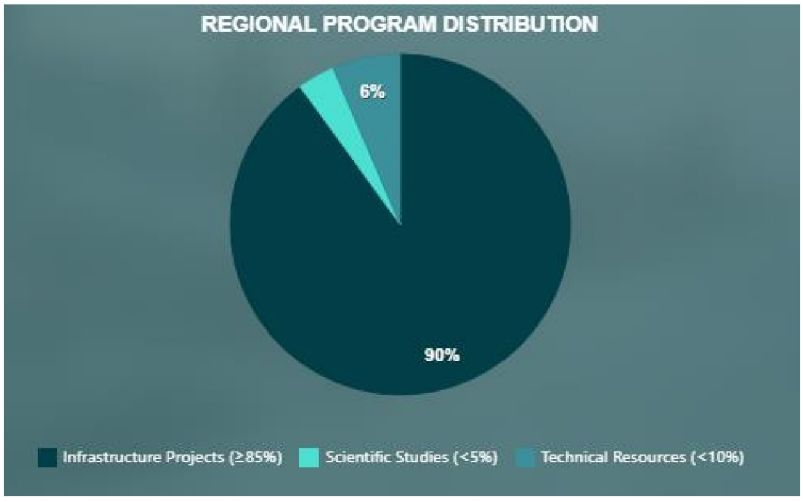
Per LACFCD Code Ch18.07.B.2, the SIPs shall be developed by the WASC in accordance with the criteria described below.

3.2.1 Regional Program Allocations

Compliant with LACFCD Code Ch18.07.B.2.a

Below is a summary of the Regional Program allocations over the 5-year SIP, which includes both new and continuing projects.

Funding Program	Total SCW Funding Allocated FY23-28	Funding Distribution for Subprograms FY23-28
Infrastructure Program (≥85%)	$36,106,313.00	90.0%
Scientific Studies (<5%)	$1,426,059.74	3.5%
Technical Resources Program (<10%)	$2,600,000.00	6.5%
Grand Total	**$40,132,372.74**	

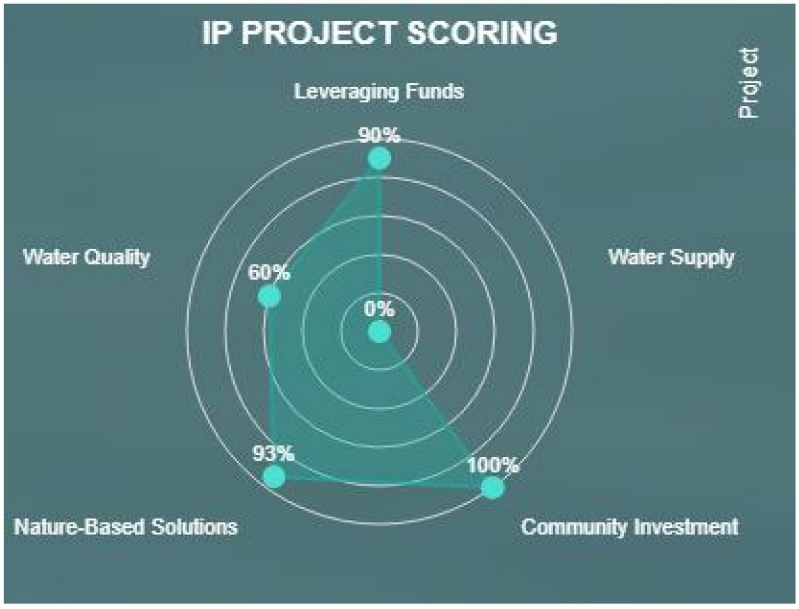


3.2.2 Project Benefits

Compliant with LACFCD Code Ch18.04.E

The Scoring Committee confirmed the scores provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Feasibility Study Guidelines.

Below are the overall scoring category distributions for the new Infrastructure Program Projects included in the recommended SIP.



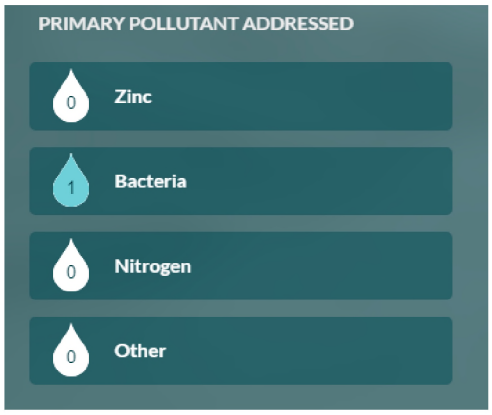
3.2.3 MS4 Compliance

Compliant with LACFCD Code Ch18.07.B.2.b.

Below is an overview of the applicant-entered water quality data for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	Capture Area (acres)	24-hr Capacity (acre-feet)
Imperial Highway Green Infrastructure Project	Wet	20	*2.92
Grand Total		**20**	**2.92**

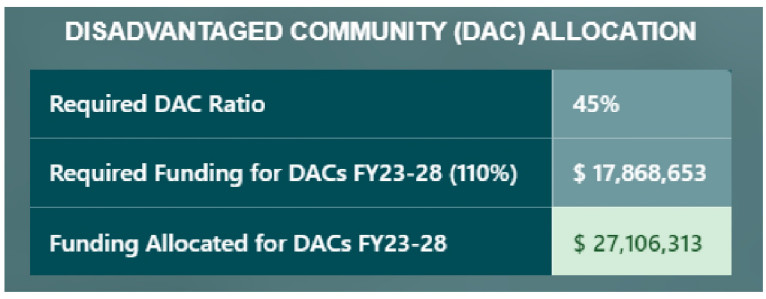
*Note: Value is specified by the applicant, which differs from the automatically generated value in the application module.



3.2.4 Disadvantaged Communities (DAC) Benefits

Compliant with LACFCD Code Ch18.07.B.2.c.

Based on the total Infrastructure Program funding allocations for the SIP and the ratio of the DAC population to the total population in each Watershed Area, funding for Projects that provide DAC Benefits over the 5-year SIP shall not be less than the value shown below. Below is an overview of Funding Allocated for DACs from FY23-28.



* These figures are based on the 2020 US Census and will be updated periodically.

As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP is greater than the required funding for DACs for this Watershed Area.

Below is an overview of the WASC-confirmed DAC Benefit for the new FY23-24 Infrastructure Program Projects included in the recommended SIP. To better assist with and standardize this determination in the future, the District developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

Project Name	Provides Benefit to a DAC	Total Funding FY23-28
Imperial Highway Green Infrastructure Project	**Yes**	$5,232,000.00

3.2.5 Municipality Benefits

Compliant with LACFCD Code Ch18.07.B.2.d.

The ordinance language calls for a distribution of benefits, not necessarily just dollars invested. The currently recommended Projects are distributed throughout the Watershed Area to help comply with this rolling 5-year criterion in future years. The District intends to develop guidance for evaluating and tracking municipality benefits in future years.

Below is a summary of the Municipality in which each new FY23-24 Infrastructure Program Project included in the recommended SIP is located and the Municipalities within the Project's capture area.

Project Name (Municipality)	Municipalities within Project Capture Area
Imperial Highway Green Infrastructure Project	Los Angeles
	El Segundo

3.2.6 Project Types and Sizes

Compliant with LACFCD Code Ch18.07.B.2.e.

Recommendations include a variety of projects to ensure compliance with this rolling 5-year criterion in future years.

Below is a summary of project types and the total capture area in acres for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	BMP Type	Capture Area (acres)
Imperial Highway Green Infrastructure Project	**Wet**	Infiltration Well	20
Grand Total			**20**

3.2.7 Nature-Based Solutions

Compliant with LACFCD Code Ch18.07.B.2.f.

Below is a summary of the new FY23-24 Infrastructure Program Projects included in the recommended SIP that implement Nature-Based Solutions (NBS).



Project Name	Mimics Natural Processes	Uses Natural Materials
Imperial Highway Green Infrastructure Project	Yes	Yes

Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

For reference, the District developed interim guidance related to developing and programming Nature-Based Solutions. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.8 Leveraged Funds and Community Support

Below is a summary of leveraged funds, SCW funding allocations, and community support for the FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Status of Leveraged Funds	Sum of Leveraged Funding	Community Support Score (max 4 points)
Imperial Highway Green Infrastructure Project	Commitment Received	$6,416,000.00	3
Grand Total		**$6,416,000.00**	

*NOTE: Community support points are awarded when the Project demonstrates strong local, community-based support and/or has been developed as part of a partnership with local NGOs/CBOs

For reference, the District developed interim guidance related to Strengthening Community Engagement and Support. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.9 Long Term Planning Considerations

The WASC incorporated long term planning by considering anticipated future construction costs for continuing and new projects during SIP development. The future anticipated construction costs were estimated and confirmed by Infrastructure Program Project applicants and actual future SCW funding requests for construction may differ due to updated project estimates, leveraged funding, awarded grants, or local match. The majority of WASC members noted the purpose was to demonstrate progress toward MS4 compliance, provide a more accurate construction schedule/cost estimate, and to seek out potential leveraged funding options. Other WASC members expressed concerns with the proposed SIP, noting the limited capacity available for new Projects, Project Concepts brought forth by the Watershed Coordinator, previously funded TRPs that will seek future IP funding, and unforeseen circumstances.

In addition, the annual Operations and Maintenance (O&M) projections provided in the Project applications for the new and continuing Projects were included in the SIP tool and shown below. The recommended SIP anticipates a total annual O&M cost of $4.6M of the anticipated $17.7M annual Regional Program funds collected and will be accounted for in future SIPs.

Below is a summary of the total funding allocated per year in the recommended SIP, including estimated construction costs for both new projects and continuing projects. This represents the theoretical SIP projections based on currently anticipated additional funding requests to cover subsequent phases.

		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$17.7M	$17.7M	$17.7M	$17.7M	$17.7M		$88.7M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$21.1M	$24.5M	$27.6M	$31M	$30M			
C. Total Recommendation in Current SIP		$820k	$546k	$622k	$4.8M	$107k	$0	$6.9M	$233k
Total Allocated in Previous SIP(s)		$13.5M	$14.1M	$13.7M	$14M	$14.4M	$11M	$69.6M	$4.4M
D. Remaining Balance/Rollover Funds (B-C)	$3.3M	$6.8M	$9.8M	$13.3M	$12.2M	$15.5M			Total: $4.6M
E. Percent Allocated (C/B)		68%	60%	52%	61%	48%		86%	

*NOTE: This is not the recommended SIP.

Refer to the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with anticipated construction costs ("Final - Assuming Construction Cost" scenario). The theoretical SIP allows enough future budget to accommodate projects' anticipated construction costs. The WASC will discuss selection criteria for future Projects requesting SCW funds for construction at a future WASC meeting.

3.2.10 Other Considerations

The projects included in the recommended SIP were selected based on robust discussion of Project benefits, anticipated future funding requests, and available funding.

The WASC received presentations from the Infrastructure Program applicant during the WASC meeting on November 29, 2022.

3.3 Continuing Projects

All projects were evaluated as described above in Section 2 Summary of Meetings and Process. Below is a list of continuing Infrastructure Program Projects included in the SIP for this Watershed Area.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
Angeles Mesa Green Infrastructure Corridor Project	**City of Los Angeles, LA Sanitation and Environment**	FY22-23	Continuing Allocation	Planning, Design, Construction, O & M	$7,827,882.00
Edward Vincent Jr. Park Stormwater Improvements Project	**City of Inglewood Public Works Department**	FY22-23	Continuing Allocation	Design	$3,235,000.00
Ballona Creek TMDL Project	**City of Los Angeles, LA Sanitation and Environment**	FY 21-22	Continuing Allocation	Design, Construction, O & M	$9,000,000
Slauson Connect Clean Water Project	**Corvias Infrastructure Solutions and Geosyntec Consultants**	FY 21-22	Continuing Allocation	Planning, Design, Construction, O & M	$4,165,613
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	**City of Beverly Hills**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0
Culver City Mesmer Low Flow Diversion	**City of Culver City**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0
Ladera Park Stormwater Improvements Project	**Los Angeles County Public Works**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0

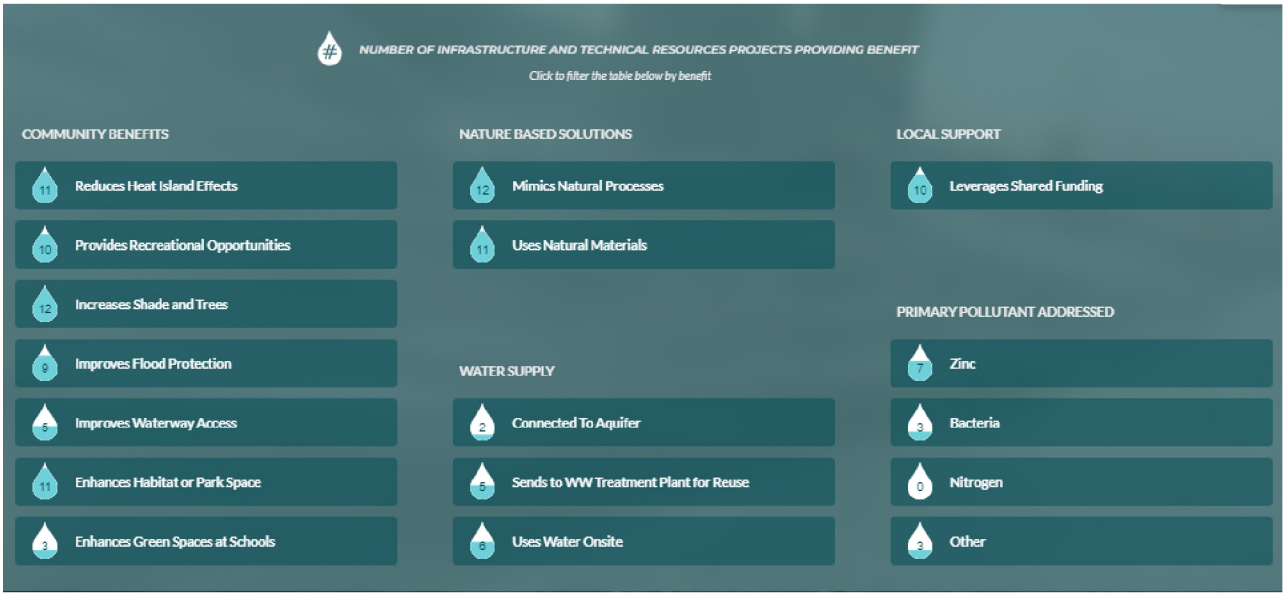
Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
MacArthur Lake Rehabilitation Project	**City of Los Angeles, Bureau of Sanitation**	FY 20-21	Continuing Allocation	Planning, Design, Construction	$6,645,818.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	**Los Angeles County Public Works**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0
Sustainable Water Infrastructure Project	**City of Santa Monica**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0
Washington Boulevard Stormwater and Urban Runoff Diversion	**City of Culver City**	FY 20-21	Completed Allocation	Planning, Design, Construction	$0

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details and refer to Attachment B for a Summary to Date.

3.4 Projected Watershed Area Benefits To-Date

Below is a summary of the estimated aggregate benefits for Infrastructure Program Projects included in the approved FY20-21 SIP, FY21-22 SIP, FY22-23 SIP, and recommended FY23-24 SIP.

Area Managed by Projects (acres)	77,950
Project Storage Capacity (acre-feet)	64
Annual Average Stormwater Capture (acre-feet)	7,410
Dry Weather Inflow to Projects (cubic feet per sec)	22



4 Technical Resources Program

Per LACFCD Code Ch18.07.D, the purpose of the Technical Resources Program is to provide Technical Assistance Teams to assist with the development of Feasibility Studies and to provide Watershed Coordinators.

4.1 Submitted and Recommended Project Concepts

Below is a list of all Project concepts submitted to the FY23-24 Technical Resources Program for this Watershed Area. Project concepts shown in white have been included in the recommended SIP.

Project Name	Project Applicant	SIP Programming Status	Total Funding Allocated
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement	**California Greenworks, Inc.**	Included in SIP	$300,000.00
Hollywood Bowl Stormwater Quality Improvement and Sustainability Project	**Hollywood Bowl Operations**	Included in SIP	$300,000.00

A placeholder to fund two Watershed Coordinators for up to $200k/year per Watershed Coordinator was included in the recommended SIP.

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

4.2 Continuing Project Concepts

Below is a list of continuing Technical Resources Program Project concepts included previous SIPs for this Watershed Area.

Project Name	Project Applicant	SIP Year	Status	Note
Fern Dell Restoration and Stormwater Capture Project	**Friends Of Griffith Park**	FY22-23	In Progress	
Syd Kronenthal Park Stormwater Capture	**City of Culver**	FY21-22	In Progress	
Edward Vincent Junior Park Stormwater Improvements Project	**City of Inglewood**	FY20-21	Complete	Funded as IP in FY22-23

4.3 Discussion

The WASC received presentations from the Technical Resources Program applicants during the WASC meeting on January 24, 2023. The WASC decided to fund 2 Project concepts (Hollywood Bowl Stormwater Quality Improvement and Sustainability Project and Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement) and 2 Watershed Coordinators (1 position from Heal the Bay and 1 position from SGA Marketing).

5 Scientific Studies Program

Per LACFCD Code Ch18.07.E, the purpose of the Scientific Studies Program is to provide funding for scientific and technical activities.

5.1 Submitted and Recommended Studies

Below is a list of all Scientific Studies submitted to the Scientific Studies Program for this Watershed Area. Studies shown in white have been included in the recommended SIP.

Project Name	Project Applicant	SIP Programming Status	Total Funding Allocated in this WASC
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	Included in SIP	$1,074,325

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

5.2 Continuing Studies

Below is a list of all the Scientific Studies that were included in the Previous Fiscal Year's SIP.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Projected Funding Remaining
Community Garden Stormwater Capture Investigation	**Los Angeles Community Garden Council**	FY22-23	Continuing Allocation	$189,142.00
Microplastics in LA County Stormwater	**Dr. Andrew Gray, University of California Riverside**	FY22-23	Continuing Allocation	$162,593.00

5.3 Discussion

The WASC received a presentation from the Scientific Studies Program applicant during the WASC meeting on November 29, 2022. The District hired Southern California Coastal Water Research Project (SCCWRP) to provide independent, rapid, and unbiased evaluation (summary) of the technical adequacy of each scientific study proposal, which were shared with the project applicants and WASC members. The WASC decided to fund the Regional Pathogen Reduction Study and continue funding Microplastics in LA County Stormwater and Community Garden Stormwater Capture Investigation.

6 Next Steps

The WASC requests that the Regional Oversight Committee (ROC) advance the recommended SIP to the Board of Supervisors for approval.

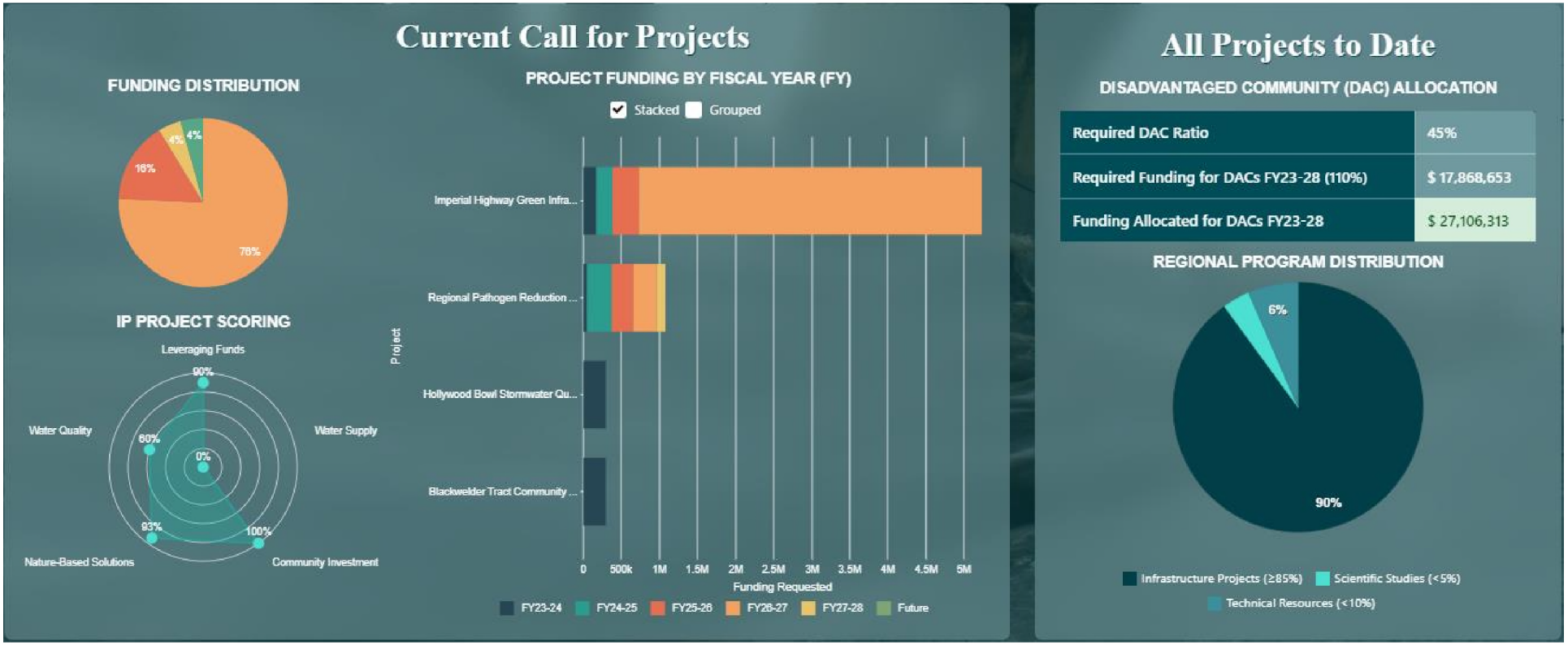
Next WASC meeting(s):

- TBD (to consider ROC feedback, if available)

Additional meetings to be schedules to consider ROC feedback, if necessary.

Attachment A

Final Recommended SIP – Central Santa Monica Bay



		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$17.7M	$17.7M	$17.7M	$17.7M	$17.7M		$88.7M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$21.1M	$24.5M	$30.1M	$40M	$52.4M			
C. Total Recommendation in Current SIP		$820k	$546k	$622k	$4.8M	$107k	$0	$6.9M	$233k
Total Allocated in Previous SIP(s)		$13.5M	$11.6M	$7.2M	$500k	$400k	$0	$33.2M	$4.4M
D. Remaining Balance/Rollover Funds (B-C)	$3.3M	$6.8M	$12.3M	$22.2M	$34.7M	$51.9M			Total: $4.6M
E. Percent Allocated (C/B)		68%	50%	26%	13%	1%		45%	

Attachment A
Final Recommended SIP

Watershed Area	Central Santa Monica Bay

Row Labels	Project Lead	DAC	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Anticipated SCW Funding FY 23-28
FY20-21			**$5,097,900.00**	**$2,347,918.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$8,645,818.00**
Infrastructure Project			**$4,697,900.00**	**$1,947,918.00**	**$0.00**	**$0.00**	**$0.00**	**$6,645,818.00**
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	City of Beverly Hills (Derek Nguyen)	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Culver City Mesmer Low Flow Diversion	City of Culver City	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Ladera Park Stormwater Improvements Project	Los Angeles County Public Works	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
MacArthur Lake Rehabilitation Project	City of Los Angeles, Bureau of Sanitation	Yes	$4,697,900.00	$1,947,918.00	$0.00	$0.00	$0.00	$6,645,818.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	Los Angeles County Public Works	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sustainable Water Infrastructure Project	City of Santa Monica	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Washington Boulevard Stormwater and Urban Runoff Diversion	City of Culver City	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Technical Resource			**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$2,000,000.00**
Edward Vincent Junior Park Stormwater Improvements Project	City of Inglewood	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Central Santa Monica Bay Watershed Coordinators WC: Heal the Bay & SGA Marketing	Los Angeles County Flood Control District	No	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$2,000,000.00
FY21-22			**$4,966,082.00**	**$4,973,468.00**	**$3,226,063.00**	**$0.00**	**$0.00**	**$13,165,613.00**
Infrastructure Project			**$4,966,082.00**	**$4,973,468.00**	**$3,226,063.00**	**$0.00**	**$0.00**	**$13,165,613.00**
Ballona Creek TMDL Project	City of Los Angeles, LA Sanitation and Environment	No	$3,000,000.00	$3,000,000.00	$3,000,000.00	$0.00	$0.00	$9,000,000.00
Slauson Connect Clean Water Project	Slauson Connect Clean Water Partnership – powered by Corvias Infrastructure Solutions and Geosyntec Consultants	Yes	$1,966,082.00	$1,973,468.00	$226,063.00	$0.00	$0.00	$4,165,613.00
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Syd Kronenthal Park Stormwater Capture Project	City of Culver City	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY22-23			**$3,415,584.50**	**$4,300,091.25**	**$3,598,941.00**	**$100,000.00**	**$0.00**	**$11,414,616.75**
Infrastructure Project			**$3,140,000.00**	**$4,223,941.00**	**$3,598,941.00**	**$100,000.00**	**$0.00**	**$11,062,882.00**
Angeles Mesa Green Infrastructure Corridor Project	City of Los Angeles, LA Sanitation and Environment	Yes	$530,000.00	$3,598,941.00	$3,598,941.00	$100,000.00	$0.00	$7,827,882.00
Edward Vincent Jr. Park Stormwater Improvements Project	City of Inglewood	Yes	$2,610,000.00	$625,000.00	$0.00	$0.00	$0.00	$3,235,000.00
Ladera Heights - W Centinela Ave Green Improvement	Los Angeles County Public Works	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scientific Study			**$275,584.50**	**$76,150.25**	**$0.00**	**$0.00**	**$0.00**	**$351,734.75**
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council	No	$189,142.00	$0.00	$0.00	$0.00	$0.00	$189,142.00
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside	No	$86,442.50	$76,150.25	$0.00	$0.00	$0.00	$162,592.75
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Fern Dell Restoration and Stormwater Capture Project	Friends of Griffith Park	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY23-24			**$820,109.15**	**$545,764.06**	**$621,654.91**	**$4,811,364.38**	**$107,432.49**	**$6,906,324.99**
Infrastructure Project			**$173,000.00**	**$216,000.00**	**$339,000.00**	**$4,504,000.00**	**$0.00**	**$5,232,000.00**
Imperial Highway Green Infrastructure Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment	Yes	$173,000.00	$216,000.00	$339,000.00	$4,504,000.00	$0.00	$5,232,000.00
Scientific Study			**$47,109.15**	**$329,764.06**	**$282,654.91**	**$307,364.38**	**$107,432.49**	**$1,074,324.99**
Regional Pathogen Reduction Study	Gateway Water Management Authority	No	$47,109.15	$329,764.06	$282,654.91	$307,364.38	$107,432.49	$1,074,324.99
Technical Resource			**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
Hollywood Bowl Stormwater Quality Improvement and Sustainability Project	Mark Ladd, Hollywood Bowl Operations	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement	Michael Berns	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Grand Total			**$14,299,675.65**	**$12,167,241.31**	**$7,846,658.91**	**$5,311,364.38**	**$507,432.49**	**$40,132,372.74**

Attachment B
Summary to Date

Watershed Area	Central Santa Monica Bay
Included in SIP?	Yes

Row Labels	Project Lead	DAC	FY 20-21 Budget	FY 21-22 Budget	FY 22-23 Budget	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Total Anticipated SCW Funding
FY20-21			**$11,537,500.00**	**$13,462,500.00**	**$13,497,900.00**	**$5,097,900.00**	**$2,347,918.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$47,143,718.00**
Infrastructure Project			**$10,837,500.00**	**$13,062,500.00**	**$13,097,900.00**	**$4,697,900.00**	**$1,947,918.00**	**$0.00**	**$0.00**	**$0.00**	**$43,643,718.00**
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	**City of Beverly Hills (Derek Nguyen)**	No	$2,500,000.00	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000,000.00
Culver City Mesmer Low Flow Diversion	**City of Culver City**	No	$237,500.00	$712,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$950,000.00
Ladera Park Stormwater Improvements Project	**Los Angeles County Public Works**	No	$1,000,000.00	$1,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000,000.00
MacArthur Lake Rehabilitation Project	**City of Los Angeles, Bureau of Sanitation**	Yes	$2,000,000.00	$2,000,000.00	$9,397,900.00	$4,697,900.00	$1,947,918.00	$0.00	$0.00	$0.00	$20,043,718.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	**Los Angeles County Public Works**	Yes	$1,400,000.00	$3,150,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,550,000.00
Sustainable Water Infrastructure Project	**City of Santa Monica**	Yes	$2,500,000.00	$2,500,000.00	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,500,000.00
Washington Boulevard Stormwater and Urban Runoff Diversion	**City of Culver City**	No	$1,200,000.00	$1,200,000.00	$1,200,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,600,000.00
Technical Resource			**$700,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$3,500,000.00**
Edward Vincent Junior Park Stormwater Improvements Project	**City of Inglewood**	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Central Santa Monica Bay Watershed Coordinators WC: Heal the Bay & SGA Marketing	**Los Angeles County Flood Control District**	No	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$3,200,000.00
FY21-22				**$3,300,000.00**	**$3,733,831.00**	**$4,966,082.00**	**$4,973,468.00**	**$3,226,063.00**	**$0.00**	**$0.00**	**$20,199,444.00**
Infrastructure Project				**$3,000,000.00**	**$3,733,831.00**	**$4,966,082.00**	**$4,973,468.00**	**$3,226,063.00**	**$0.00**	**$0.00**	**$19,899,444.00**
Ballona Creek TMDL Project	**City of Los Angeles, LA Sanitation and Environment**	No		$3,000,000.00	$3,000,000.00	$3,000,000.00	$3,000,000.00	$3,000,000.00	$0.00	$0.00	$15,000,000.00
Slauson Connect Clean Water Project	**Slauson Connect Clean Water Partnership – powered by Corvias Infrastructure Solutions and Geosyntec Consultants**	Yes		$0.00	$733,831.00	$1,966,082.00	$1,973,468.00	$226,063.00	$0.00	$0.00	$4,899,444.00
Technical Resource				**$300,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300,000.00**
Syd Kronenthal Park Stormwater Capture Project	**City of Culver City**	Yes		$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY22-23					**$2,682,850.75**	**$3,415,584.50**	**$4,300,091.25**	**$3,598,941.00**	**$100,000.00**	**$0.00**	**$14,097,467.50**
Infrastructure Project					**$2,108,550.00**	**$3,140,000.00**	**$4,223,941.00**	**$3,598,941.00**	**$100,000.00**	**$0.00**	**$13,171,432.00**
Angeles Mesa Green Infrastructure Corridor Project	**City of Los Angeles, LA Sanitation and Environment**	Yes			$573,550.00	$530,000.00	$3,598,941.00	$3,598,941.00	$100,000.00	$0.00	$8,401,432.00
Edward Vincent Jr. Park Stormwater Improvements Project	**City of Inglewood**	Yes			$1,035,000.00	$2,610,000.00	$625,000.00	$0.00	$0.00	$0.00	$4,270,000.00
Ladera Heights - W Centinela Ave Green Improvement	**Los Angeles County Public Works**	No			$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
Scientific Study					**$274,300.75**	**$275,584.50**	**$76,150.25**	**$0.00**	**$0.00**	**$0.00**	**$626,035.50**
Community Garden Stormwater Capture Investigation	**Los Angeles Community Garden Council**	No			$189,142.00	$189,142.00	$0.00	$0.00	$0.00	$0.00	$378,284.00
Microplastics in LA County Stormwater	**Dr. Andrew Gray, University of California Riverside**	No			$85,158.75	$86,442.50	$76,150.25	$0.00	$0.00	$0.00	$247,751.50
Technical Resource					**$300,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300,000.00**
Fern Dell Restoration and Stormwater Capture Project	**Friends of Griffith Park**	Yes			$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY23-24						**$820,109.15**	**$545,764.06**	**$621,654.91**	**$4,811,364.38**	**$107,432.49**	**$6,906,324.99**
Infrastructure Project						**$173,000.00**	**$216,000.00**	**$339,000.00**	**$4,504,000.00**	**$0.00**	**$5,232,000.00**
Imperial Highway Green Infrastructure Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Yes				$173,000.00	$216,000.00	$339,000.00	$4,504,000.00	$0.00	$5,232,000.00
Scientific Study						**$47,109.15**	**$329,764.06**	**$282,654.91**	**$307,364.38**	**$107,432.49**	**$1,074,324.99**
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	No				$47,109.15	$329,764.06	$282,654.91	$307,364.38	$107,432.49	$1,074,324.99
Technical Resource						**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
Hollywood Bowl Stormwater Quality Improvement and Sustainability Project	**Mark Ladd, Hollywood Bowl Operations**	Yes				$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement	**Michael Berns**	Yes				$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Grand Total			**$11,537,500.00**	**$16,762,500.00**	**$19,914,581.75**	**$14,299,675.65**	**$12,167,241.31**	**$7,846,658.91**	**$5,311,364.38**	**$507,432.49**	**$88,346,954.49**

Stormwater Investment Plan
South Santa Monica Bay Watershed Area

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (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 following sections include details regarding the recommended SIP:

Contents

1 Summary of Stormwater Investment Plan Recommendations 2
2 Summary of Meetings and Process 4
3 Infrastructure Program 6
4 Technical Resources Program 17
5 Scientific Studies Program 18
6 Next Steps 18

Attachments:

- Attachment A – Final Recommended SIP
- Attachment B – Summary to Date

Please review the recommended SIP and select one of the following:

	Regional Oversight Committee (ROC) concurs with the recommended SIP as-is
	Refer to ROC meeting minutes for comments

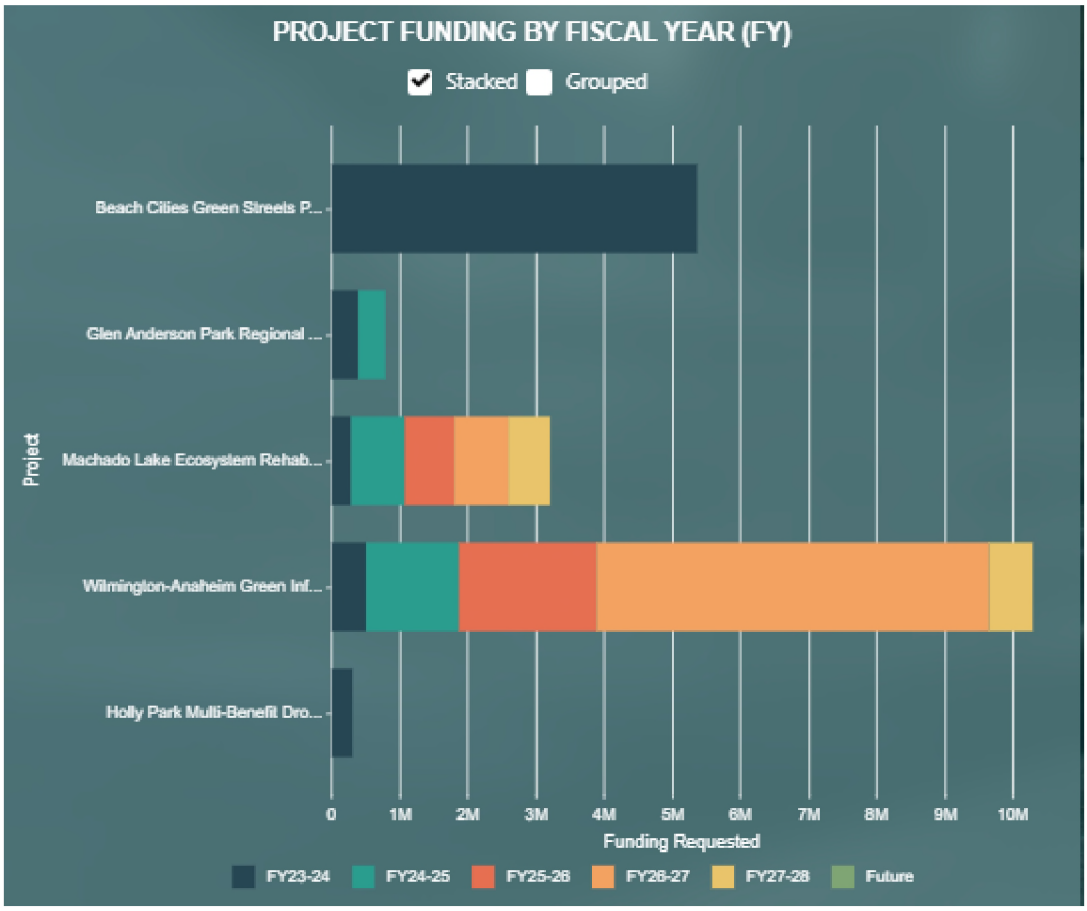
1 Summary of Stormwater Investment Plan Recommendations

The South Santa Monica Bay Watershed Area receives approximately $17.4M in annual Regional Program funds.

For Fiscal Year 2023-2024 (FY23-24), 4 Infrastructure Program (IP) Project applications and 1 Technical Resources Program Project concept application were submitted for consideration. There were no Scientific Study applications. All IP Projects were advanced to the Scoring Committee for an official score. All 4 IP Projects scored above the minimum threshold score of 60 points and were returned to the WASC for consideration. After careful review and consideration, the WASC voted to include all 4 Infrastructure Program Projects, the 1 Technical Resources Program Project concept, and 1 Watershed Coordinator into the recommended SIP.

Below is a summary of the total funding allocated per year in the recommended SIP, including both new projects and continuing projects.

		Budget	Projections					
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL
A. Anticipated Annual Regional Program Funds Collected		$17.4M	$17.4M	$17.4M	$17.4M	$17.4M		$86.8M
B. Anticipated Annual Regional Program Funds Available (A+D)		$17.9M	$17.7M	$21.1M	$28.4M	$38.9M		
C. Total Recommendation in Current SIP		$6.9M	$2.5M	$2.7M	$6.6M	$1.2M	$0	$19.9M
Total Allocated in Previous SIP(s)		$10.7M	$11.4M	$7.4M	$247k	$546k	$0	$30.2M
D. Remaining Balance/Rollover Funds (B-C)	$517k	$358k	$3.8M	$11M	$21.6M	$37.1M		
E. Percent Allocated (C/B)		98%	79%	48%	24%	5%		58%



Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

2 Summary of Meetings and Process

The WASC met six times between August 2022 and February 2023. Refer to https://safecleanwaterla.org/south-santa-monica-bay-watershed-area/ for the current list of WASC members, meeting dates, and meeting materials.

2.1 Call for Projects

The Call for Projects for FY23-24 funding ended on July 31, 2022. After a check for completeness by the Los Angeles County Flood Control District (District) staff, the WASC received an overview of project submittals. The WASC discussed the Projects and voted to send all 4 Infrastructure Projects to be scored by the Scoring Committee.

2.2 Scoring

The Scoring Committee evaluated each project submittal and provided an official score based on the scoring criteria defined in the Feasibility Study Guidelines. Since all Regional Program Projects must meet the Threshold Score of 60 points or more to be eligible for consideration in the Infrastructure Program, only those qualifying projects were returned to the WASC for further evaluation.

See Scoring Rubric for FY23-24 (https://safecleanwaterla.org/wp-content/uploads/2023/01/FY23-24-Scoring-Rubric-20221201-SSMB.pdf) for more details.

2.3 Presentations

The WASC received presentations from all Regional Program applicants that submitted complete proposals. Each presentation was allotted approximately 10 minutes of presentation time with 10 minutes for questions and answers; additional time for presentation or Q&A was accommodated when necessary. The committee members discussed each application at the conclusion of each presentation.

As appropriate, the WASC also received updates from the previous applicants on Projects, Project concepts, and Studies, that were previously approved from the FY20-21, FY21-22, and FY22-23 SIPs. Those recipients continue to execute their Transfer Agreements or Addendums, receive funds, initiate the approved activities, and begin the formal reporting process.

2.4 Preliminary Ranking Worksheet

The WASC discussed each eligible Project and Project concept as a group. The applications were ranked by each committee member and the totals were aggregated as follows:

Program	Project Name	Score*	Program Place	Overall Place
IP	Glen Anderson Park Regional Stormwater Capture Green Streets	54	1	1
TRP	Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	49	1	2
IP	Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	37	2	3
IP	Beach Cities Green Streets Project	35	3	4
IP	Wilmington-Anaheim Green Infrastructure Corridor Project	34	4	5

* NOTE: These values are NOT project scores but rather a weighted representation of the committee's preliminary rankings to help prioritize funding consideration and discussion.

2.5 SIP Development

The WASC is aware of the District's in-progress Metrics and Monitoring Study that is intended to help inform future SIP development through the support of both early/coordinated planning as well as more meaningful tracking/monitoring of projects and benefits. These results, along with other efforts and regional plans related to identifying needs, priorities, and lessons learned, will continue to be grafted into the Regional Program process as able. In the meantime, the WASC reviewed and utilized all available information and guidance materials including, but not limited to, the items listed below. Please refer to the Project Portal (https://portal.safecleanwaterla.org/scw-reporting/map) and the WASC webpage on the Safe, Clean Water website (www.safecleanwaterla.org) for details.

- Project applications, factsheets, and presentations
- Safe Clean Water Spatial Data Library
- SIP Programming Tool
- Preliminary rankings, as applicable
- Anticipated future construction costs for projects
- Program Guidance
    - Programming of Nature-Based Solutions
    - Implementing Disadvantaged Community Policies in the Regional Program
    - Strengthening Community Engagement and Support
    - Water Supply
    - Partial Funding Guidelines

The WASC discussed all available information and received public comments before voting to approve Projects and studies and their corresponding annual funding allocations into the recommended SIP.

2.6 Summary of Public Comment

The WASC received public comments which are available in the WASC meeting minutes on the Safe, Clean Water website. The WASC did not receive any strong public input contrary to the recommended SIP. The WASC received public support for Heal the Bay Watershed Coordinator team and their efforts to continue robust grassroots neighborhood engagement and education. In addition, the WASC received public support for the Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance and Wilmington-Anaheim Green Infrastructure Corridor Projects.

3 Infrastructure Program

3.1 Submitted and Recommended Projects

All projects were evaluated as described above in Section 2 Summary of Meetings. Below is a list of all Projects submitted to the FY23-24 Infrastructure Program for this Watershed Area. Projects shown in white have been included in the recommended SIP.

Project Name	Project Applicant	Project Status	Phase(s)	Total Funding FY23-28
Beach Cities Green Streets Project	**City of Torrance**	Included in SIP	Construction	$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	**City of Redondo Beach**	Included in SIP	Planning, Design	$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	**City of Los Angeles, LA Sanitation and Environment**	Included in SIP	O & M	$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	**City of Los Angeles, LA Sanitation and Environment**	Included in SIP	Planning, Design, Monitoring, Construction, O&M,	$10,274,500.00

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

Note, Projects requesting only Design funds are expected to request Construction funds in subsequent years. In addition, all Projects included in the recommended SIP are expected to request additional funding for operations, maintenance, and monitoring for a minimum useful life of 30 years.

3.2 Discussion of Criteria

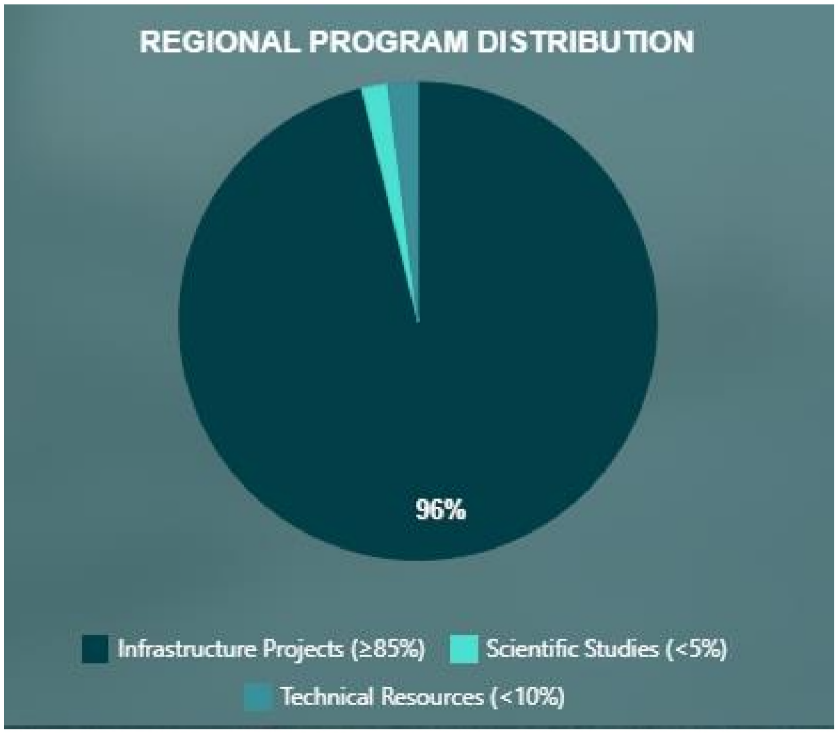
Per LACFCD Code Ch18.07.B.2, the SIPs shall be developed by the WASC in accordance with the criteria described below.

3.2.1 Regional Program Allocations

Compliant with LACFCD Code Ch18.07.B.2.a

Below is a summary of the Regional Program allocations over the 5-year SIP, which includes both new and continuing projects.

Funding Program	Total SCW Funding Allocated FY23-28	Funding Distribution for Subprograms FY23-28
Infrastructure Program (≥85%)	$47,938,534.50	95.6%
Scientific Studies (<5%)	$881,034.70	1.8%
Technical Resources Program (<10%)	$1,300,000.00	2.6%
Grand Total	**$49,819,569.20**	

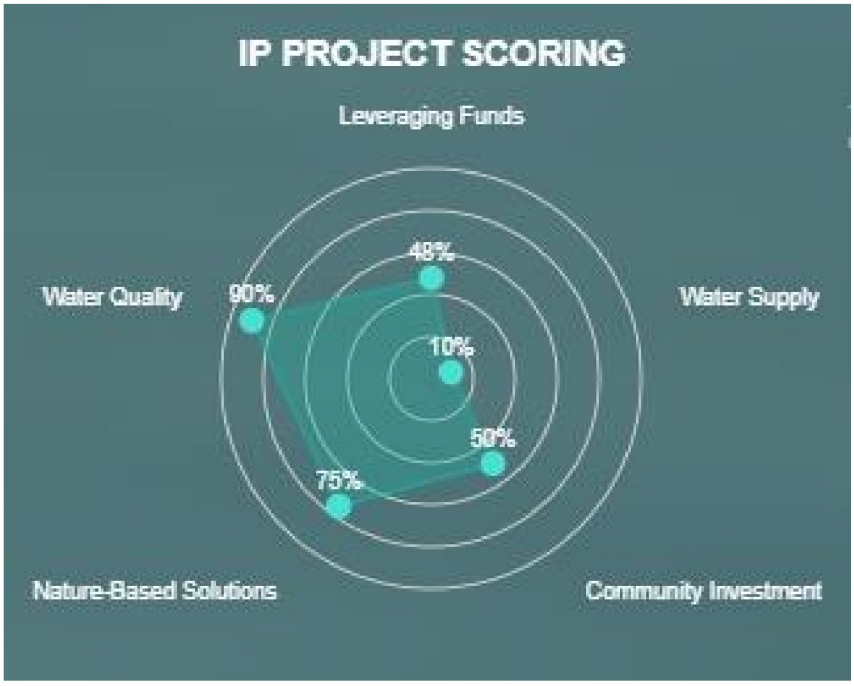


3.2.2 Project Benefits

Compliant with LACFCD Code Ch18.04.E

The Scoring Committee confirmed the scores provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Feasibility Study Guidelines.

Below are the overall scoring category distributions for the new Infrastructure Program Projects included in the recommended SIP.



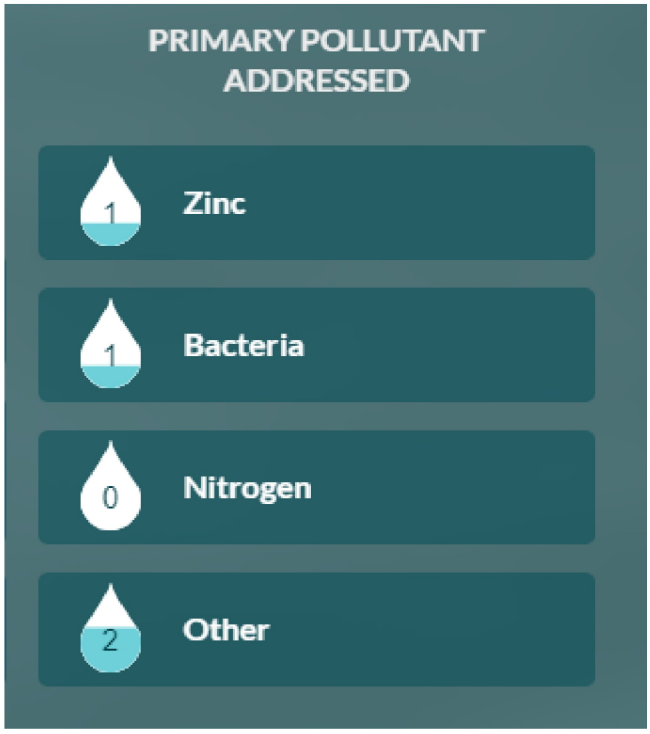
3.2.3 MS4 Compliance

Compliant with LACFCD Code Ch18.07.B.2.b.

Below is an overview of the applicant-entered water quality data for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	Capture Area (acres)	24-hr Capacity (acre-feet)
Beach Cities Green Streets Project	Wet	200	8.8
Glen Anderson Park Regional Stormwater Capture Green Streets	Wet	483	21.6

Project Name	Project Type	Capture Area (acres)	24-hr Capacity (acre-feet)
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	Wet	14,156	154.0
Wilmington-Anaheim Green Infrastructure Corridor Project	Wet	173	6.0
Grand Total		**15,012**	**190.4**



NOTE: "Other" may include Dry Weather Projects, Copper, Lead, Toxics, Phosphorus, and Chloride. The Primary Pollutant addressed by the Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance is Phosphorus.

3.2.4 Disadvantaged Communities (DAC) Benefits

Compliant with LACFCD Code Ch18.07.B.2.c.

Based on the total Infrastructure Program funding allocations for the SIP and the ratio of the DAC population to the total population in each Watershed Area, funding for Projects that provide DAC Benefits over the 5-year SIP shall not be less than the value shown below. Below is an overview of Funding Allocated for DACs from FY23-28.

DISADVANTAGED COMMUNITY (DAC) ALLOCATION	
Required DAC Ratio	30%
Required Funding for DACs FY23-28 (110%)	$ 16,062,285
Funding Allocated for DACs FY23-28	$ 26,043,271

* These figures are based on the 2020 US Census and will be updated periodically.

As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP is greater than the required funding for DACs for this Watershed Area.

Below is an overview of the WASC-confirmed DAC Benefit for the new FY23-24 Infrastructure Program Projects included in the recommended SIP. To better assist with and standardize this determination in the future, the District developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

Project Name	Provides Benefit to a DAC	Total Funding FY23-28
Beach Cities Green Streets Project	**No**	$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	**Yes**	$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	**Yes**	$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	**Yes**	$10,274,500.00

3.2.5 Municipality Benefits

Compliant with LACFCD Code Ch18.07.B.2.d.

The ordinance language calls for a distribution of benefits, not necessarily just dollars invested. The currently recommended Projects are distributed throughout the Watershed Area to help comply with this rolling 5-year criterion in future years. The District intends to develop guidance for evaluating and tracking municipality benefits in future years.

Below is a summary of the Municipality in which each new FY23-24 Infrastructure Program Project included in the recommended SIP is located and the Municipalities within the Project's capture area.

Project Name (Municipality)	Municipalities within Project Capture Area
Beach Cities Green Streets Project	Torrance
	Hermosa Beach
	Redondo Beach
	Manhattan Beach
Glen Anderson Park Regional Stormwater Capture Green Streets	Redondo Beach
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	Torrance
	Rolling Hills Estates
	Los Angeles
	Lomita
	Unincorporated (Los Angeles County)
	Carson
	Rolling Hills
	Rancho Palos Verdes
	Palos Verdes Estates
Wilmington-Anaheim Green Infrastructure Corridor Project	Los Angeles

3.2.6 Project Types and Sizes

Compliant with LACFCD Code Ch18.07.B.2.e.

Recommendations include a variety of projects to ensure compliance with this rolling 5-year criterion in future years.

Below is a summary of project types and the total capture area in acres for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	BMP Type	Capture Area (acres)
Beach Cities Green Streets Project	Wet	Infiltration Facility	200
Glen Anderson Park Regional Stormwater Capture Green Streets	Wet	Infiltration Well	483
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	Wet	Bioretention	14,156
Wilmington-Anaheim Green Infrastructure Corridor Project	Wet	Diversion to Sanitary Sewer	173
Grand Total			**15,012**

3.2.7 Nature-Based Solutions

Compliant with LACFCD Code Ch18.07.B.2.f.

Below is a summary of the new FY23-24 Infrastructure Program Projects included in the recommended SIP that implement Nature-Based Solutions (NBS).



Project Name	Mimics Natural Processes	Uses Natural Materials
Beach Cities Green Streets Project	Yes	Yes
Glen Anderson Park Regional Stormwater Capture Green Streets	Yes	Yes
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	Yes	Yes
Wilmington-Anaheim Green Infrastructure Corridor Project	Yes	Yes

Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

For reference, the District developed interim guidance related to developing and programming Nature-Based Solutions. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.8 Leveraged Funds and Community Support

Below is a summary of leveraged funds, SCW funding allocations, and community support for the FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Status of Leveraged Funds	Sum of Leveraged Funding	Community Support Score (max 4 points)
Beach Cities Green Streets Project	Money Received	$2,550,000.00	4
	In Progress	$100,000.00	
Glen Anderson Park Regional Stormwater Capture Green Streets	N/A	0	2
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	Commitment Received	$2,554,816.00	4
Wilmington-Anaheim Green Infrastructure Corridor Project	Commitment Received	$2,012,000.00	3
Grand Total		**$7,216,816.00**	

*NOTE: Community Support Points are awarded when the Project demonstrates strong local, community-based support and/or has been developed as part of a partnership with local NGOs/CBOs

For reference, the District developed interim guidance related to Strengthening Community Engagement and Support. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.9 Long Term Planning Considerations

The WASC incorporated long term planning by considering anticipated future construction costs for continuing and new projects during SIP development. The future anticipated construction costs were estimated and confirmed by Infrastructure Program Project applicants and actual future SCW funding requests for construction may differ due to updated project estimates, leveraged funding, awarded grants, or local match. The majority of WASC members noted the purpose was to demonstrate progress toward MS4 compliance, provide a more accurate construction schedule/cost estimate, and to seek out potential leveraged funding options. Other WASC members expressed concerns with the proposed SIP, noting the limited capacity available for new Projects, Project Concepts brought forth by the Watershed Coordinator, previously funded TRPs that will seek future IP funding, and unforeseen circumstances.

In addition, the annual Operations and Maintenance (O&M) projections provided in the Project applications for the new and continuing Projects were included in the SIP tool and shown below. The recommended SIP anticipates a total annual O&M cost of $2.8M of the anticipated $17.4M annual Regional Program funds collected and will be accounted for in future SIPs.

Below is a summary of the total funding allocated per year in the recommended SIP, including estimated construction costs for both new projects and continuing projects. This represents the theoretical SIP projections based on currently anticipated additional funding requests to cover subsequent phases.

		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$17.4M	$17.4M	$17.4M	$17.4M	$17.4M		$86.8M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$17.9M	$17.7M	$19.5M	$21M	$26.8M			
C. Total Recommendation in Current SIP		$6.9M	$2.5M	$2.7M	$6.6M	$1.2M	$0	$19.9M	$1.4M
Total Allocated in Previous SIP(s)		$10.7M	$13M	$13.1M	$5M	$546k	$0	$42.3M	$1.4M
D. Remaining Balance/Rollover Funds (B-C)	$517k	$358k	$2.1M	$3.6M	$9.4M	$25M			Total: $2.8M
E. Percent Allocated (C/B)		98%	88%	81%	55%	7%		72%	

*NOTE: This is not the recommended SIP.

Refer to the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with anticipated construction costs ("Final - Assuming Construction Cost" scenario). The theoretical SIP allows enough future budget to accommodate projects' anticipated construction costs. The majority of the members in the WASC were confident in the Watershed Area's ability to solidify other funding sources to bring these projects to completion. If unable to do so, the WASC understands they will need to defer the construction of certain projects to occur in later years.

3.2.10 Other Considerations

The projects included in the recommended SIP were selected based on the result from the Preliminary Ranking Worksheet and robust discussion of Project benefits, anticipated future funding requests, and available funding.

The WASC received presentations from the Infrastructure Program applicant during the WASC meeting on January 18, 2023.

3.3 Continuing Projects

All projects were evaluated as described above in Section 2 Summary of Meetings and Process. Below is a list of continuing Infrastructure Program Projects included in the SIP for this Watershed Area.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Project Funding Remaining
Downtown Lomita Multi-Benefit Stormwater Project	**City of Lomita**	FY22-23	Continuing Allocation	Design	$149,300.00
Fulton Playfield Multi-Benefit Infiltration Project	**City of Redondo Beach**	FY22-23	Continuing Allocation	Planning, Design, Construction, O&M	$4,199,138.00

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Project Funding Remaining
Hermosa Beach Multi-Benefit Parking Lot Greening Project (Lot D)	**Hermosa Beach**	FY22-23	Continuing Allocation	Construction	$211,975.00
West Rancho Dominguez - San Pedro Street Green Improvement	**Los Angeles County Public Works**	FY22-23	Completed Allocation	Design	$0.00
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	**City of Carson**	FY 21-22	Continuing Allocation	Operations & Maintenance	$622,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project	**City of Manhattan Beach**	FY 21-22	Continuing Allocation	Design, Construction, Operations & Maintenance	$12,117,197.50
Wilmington Neighborhood Greening Project	**City of Los Angeles, LA Sanitation and Environment**	FY 21-22	Continuing Allocation	Planning, Design, Construction, Operations & Maintenance	$11,015,600.00
Stormwater Basin Expansion Project	**City of Torrance**	FY 21-22	Completed Allocation	Construction	$0.00
Alondra Park Multi Benefit Stormwater Capture Project	**Los Angeles County**	FY20-21	Completed Allocation	Construction	$0.00
Torrance Airport Storm Water Basin Project, Phase 2	**City of Torrance**	FY 20-21	Completed Allocation	Design	$0.00

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Project Funding Remaining
Wilmington Q Street Local Urban Area Flow Management Project	**City of Los Angeles, LA Sanitation and Environment**	FY 20-21	Completed Allocation	Construction	$0.00

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details and refer to Attachment B for a Summary to Date.

3.4 Projected Watershed Area Benefits To-Date

Below is a summary of the estimated aggregate benefits for Infrastructure Program Projects included in the approved FY20-21 SIP, FY21-22 SIP, FY22-23 SIP, and recommended FY23-24 SIP.

Area Managed by Projects (acres)	25,409
Project Storage Capacity (acre-feet)	296
Annual Average Stormwater Capture (acre-feet)	2,261
Dry Weather Inflow to Projects (cubic feet per sec)	3



4 Technical Resources Program

Per LACFCD Code Ch18.07.D, the purpose of the Technical Resources Program is to provide Technical Assistance Teams to assist with the development of Feasibility Studies and to provide Watershed Coordinators.

4.1 Submitted and Recommended Project Concepts

Below is a list of all Project concepts submitted to the FY23-24 Technical Resources Program for this Watershed Area. Project concepts shown in white have been included in the recommended SIP.

Project Name	Project Applicant	SIP Programming Status	Total Funding Allocated
Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	**City Of Hawthorne**	Included in SIP	$300,000.00

A placeholder to fund one Watershed Coordinator for up to $200k/year was included in the recommended SIP.

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

4.2 Continuing Project Concepts

Below is a list of continuing Technical Resources Program Project concepts included previous SIPs for this Watershed Area.

Project Name	Project Applicant	SIP Year	Status	Note
City of Lawndale Southern Revitalization Project	**City of Lawndale**	FY22-23	In Progress	
Darby Park Multi-Benefit Project	**City of Inglewood**	FY22-23	In Progress	
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	**City of Rolling Hills Estates**	FY21-22	In Progress	
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TMDL	**City of Torrance**	FY21-22	In Progress	
Eastview Park	**City of Rancho Palos Verdes**	FY20-21	In Progress	
Harbor City Park Multi-Benefit Stormwater Capture Project	**Los Angeles County**	FY20-21	In Progress	

4.3 Discussion

The WASC received presentation from the Technical Resources Program applicant during the WASC meeting on October 19, 2022. The WASC decided to fund 1 Project concept (Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project) and 1 Watershed Coordinator (Heal the Bay).

5 Scientific Studies Program

Per LACFCD Code Ch18.07.E, the purpose of the Scientific Studies Program is to provide funding for scientific and technical activities.

5.1 Submitted and Recommended Studies

There were no Scientific Studies Program applications submitted this year.

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

5.2 Continuing Studies

Below is a list of all the Scientific Studies that were included in the previous SIPs.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Approved Funding Remaining
Microplastics in LA County Stormwater	**University of California Riverside**	FY22-23	Continuing Allocation	$162,592.75
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	FY21-22	Continuing Allocation	$718,441.95
Recalculation of Wet Weather Zinc Criterion	**City of Los Angeles Sanitation**	FY20-21	Completed Allocation	$0.00

5.3 Discussion

There were no Scientific Studies Program applications submitted this year. The WASC decided to continue funding Regional Pathogen Reduction Study and Microplastics in LA County Stormwater.

6 Next Steps

The WASC requests that the Regional Oversight Committee (ROC) advance the recommended SIP to the Board of Supervisors for approval.

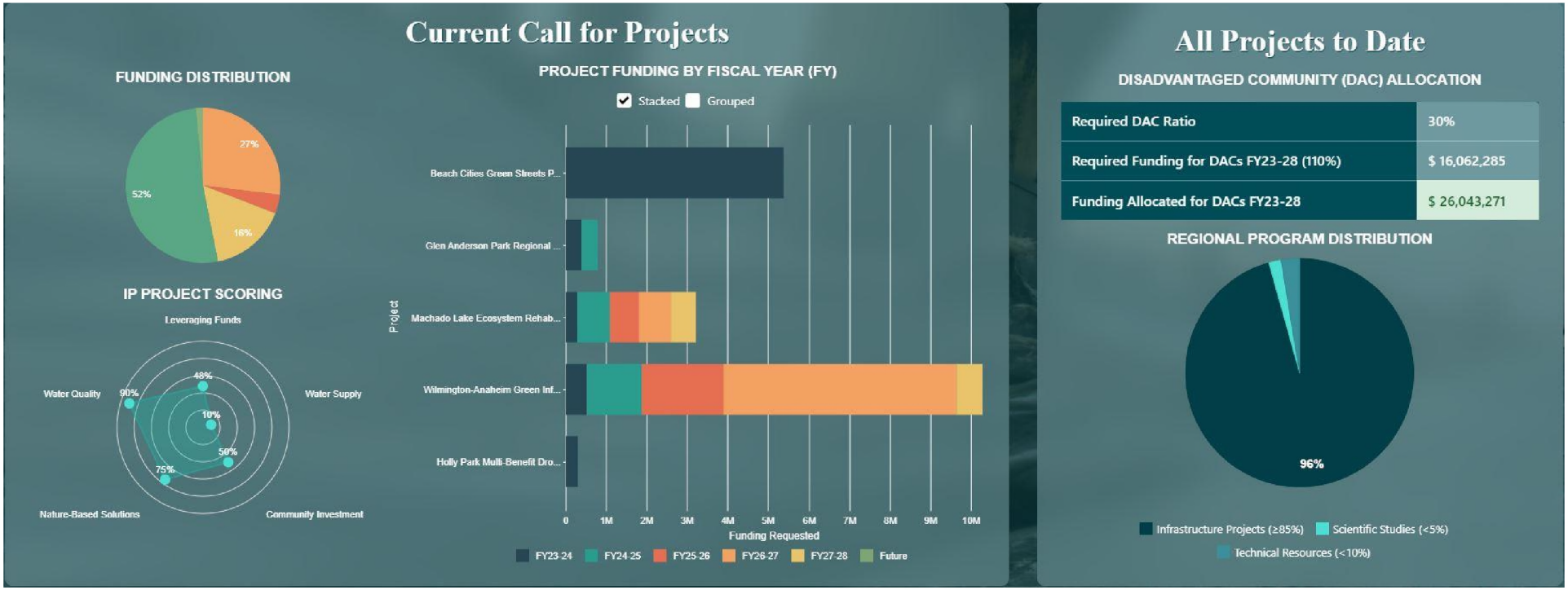
Next WASC meeting(s):

- May 17, 2023 (to consider ROC feedback, if available)

Additional meetings to be schedules to consider ROC feedback, if necessary.

Attachment A

Final Recommended SIP – South Santa Monica Bay



		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$17.4M	$17.4M	$17.4M	$17.4M	$17.4M		$86.8M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$17.9M	$17.7M	$21.1M	$28.4M	$38.9M			
C. Total Recommendation in Current SIP		$6.9M	$2.5M	$2.7M	$6.6M	$1.2M	$0	$19.9M	$1.4M
Total Allocated in Previous SIP(s)		$10.7M	$11.4M	$7.4M	$247k	$546k	$0	$30.2M	$1.4M
D. Remaining Balance/Rollover Funds (B-C)	$517k	$358k	$3.8M	$11M	$21.6M	$37.1M			Total: $2.8M
E. Percent Allocated (C/B)		98%	79%	48%	24%	5%		58%	

Attachment A
Final Recommended SIP

Watershed Area	South Santa Monica Bay

Row Labels	Project Lead	DAC	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Anticipated SCW Funding FY 23-28
FY20-21			**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$1,000,000.00**
Infrastructure Project			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Alondra Park Multi Benefit Stormwater Capture Project	Los Angeles County	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Torrance Airport Storm Water Basin Project, Phase 2	City of Torrance	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Wilmington Q Street Local Urban Area Flow Management Project	City of Los Angeles, Bureau of Sanitation	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scientific Study			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Technical Resource			**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$1,000,000.00**
Eastview Park	City of Rancho Palos Verdes	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Harbor City Park Multi-Benefit Stormwater Capture Project	Los Angeles County	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
South Santa Monica Bay Watershed Coordinator WC: Heal the Bay	Los Angeles County Flood Control District	No	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$1,000,000.00
FY21-22			**$7,933,801.36**	**$9,412,027.45**	**$7,127,910.64**	**$0.00**	**$0.00**	**$24,473,739.45**
Infrastructure Project			**$7,600,932.50**	**$9,081,932.50**	**$7,072,432.50**	**$0.00**	**$0.00**	**$23,755,297.50**
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	City of Carson	Yes	$207,500.00	$207,500.00	$207,500.00	$0.00	$0.00	$622,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project	City of Manhattan Beach	No	$4,005,732.50	$4,055,732.50	$4,055,732.50	$0.00	$0.00	$12,117,197.50
Stormwater Basin Expansion Project	City of Torrance	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Wilmington Neighborhood Greening Project	City of Los Angeles, Bureau of Sanitation and Environment	Yes	$3,387,700.00	$4,818,700.00	$2,809,200.00	$0.00	$0.00	$11,015,600.00
Scientific Study			**$332,868.86**	**$330,094.95**	**$55,478.14**	**$0.00**	**$0.00**	**$718,441.95**
Regional Pathogen Reduction Study	(blank)	No	$332,868.86	$330,094.95	$55,478.14	$0.00	$0.00	$718,441.95
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	City of Rolling Hills Estates	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TMDL	City of Torrance	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY22-23			**$2,520,717.50**	**$1,759,150.25**	**$50,500.00**	**$46,500.00**	**$346,138.00**	**$4,723,005.75**
Infrastructure Project			**$2,434,275.00**	**$1,683,000.00**	**$50,500.00**	**$46,500.00**	**$346,138.00**	**$4,560,413.00**
Downtown Lomita Multi-Benefit Stormwater Project	City of Lomita	Yes	$149,300.00	$0.00	$0.00	$0.00	$0.00	$149,300.00
Fulton Playfield Multi-Benefit Infiltration Project	City of Redondo Beach	No	$2,073,000.00	$1,683,000.00	$50,500.00	$46,500.00	$346,138.00	$4,199,138.00
Hermosa Beach Multi-Benefit Parking Lot Greening Project (Lot D)	Hermosa Beach	No	$211,975.00	$0.00	$0.00	$0.00	$0.00	$211,975.00
West Rancho Dominguez - San Pedro Street Green Improvement	Los Angeles County Public Works	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scientific Study			**$86,442.50**	**$76,150.25**	**$0.00**	**$0.00**	**$0.00**	**$162,592.75**
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside	No	$86,442.50	$76,150.25	$0.00	$0.00	$0.00	$162,592.75
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
City of Lawndale Southern Revitalization Project	City of Lawndale	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Darby Park Multi-Benefit Project	City of Inglewood	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY23-24			**$6,853,859.00**	**$2,548,280.00**	**$2,743,180.00**	**$6,550,280.00**	**$1,227,225.00**	**$19,922,824.00**
Infrastructure Project			**$6,553,859.00**	**$2,548,280.00**	**$2,743,180.00**	**$6,550,280.00**	**$1,227,225.00**	**$19,622,824.00**
Beach Cities Green Streets Project	City of Torrance	No	$5,366,953.00	$0.00	$0.00	$0.00	$0.00	$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	City of Redondo Beach	Yes	$391,000.00	$391,000.00	$0.00	$0.00	$0.00	$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	City of Los Angeles, Department of Public Works, LA Sanitation and Environment	Yes	$282,706.00	$794,880.00	$728,280.00	$794,880.00	$598,625.00	$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment	Yes	$513,200.00	$1,362,400.00	$2,014,900.00	$5,755,400.00	$628,600.00	$10,274,500.00
Technical Resource			**$300,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300,000.00**
Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	City of Hawthorne	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Grand Total			**$17,508,377.86**	**$13,919,457.70**	**$10,121,590.64**	**$6,796,780.00**	**$1,773,363.00**	**$50,119,569.20**

Attachment B
Summary to Date

Watershed Area	South Santa Monica Bay
Included in SIP?	Yes

Row Labels	Project Lead	DAC	FY 20-21 Budget	FY 21-22 Budget	FY 22-23 Budget	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Total Anticipated SCW Funding
FY20-21			**$14,388,796.00**	**$12,478,529.00**	**$10,220,261.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$38,087,586.00**
Infrastructure Project			**$13,574,325.00**	**$12,255,375.00**	**$10,000,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$35,829,700.00**
Alondra Park Multi Benefit Stormwater Capture Project	**Los Angeles County**	Yes	$10,000,000.00	$10,000,000.00	$10,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000,000.00
Torrance Airport Storm Water Basin Project, Phase 2	**City of Torrance**	Yes	$906,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$906,000.00
Wilmington Q Street Local Urban Area Flow Management Project	**City of Los Angeles, Bureau of Sanitation**	Yes	$2,668,325.00	$2,255,375.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,923,700.00
Scientific Study			**$14,471.00**	**$23,154.00**	**$20,261.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$57,886.00**
Recalculation of Wet Weather Zinc Criterion	**City of Los Angeles Sanitation**	No	$14,471.00	$23,154.00	$20,261.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,886.00
Technical Resource			**$800,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$200,000.00**	**$2,200,000.00**
Eastview Park	**City of Rancho Palos Verdes**	No	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Harbor City Park Multi-Benefit Stormwater Capture Project	**Los Angeles County**	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
South Santa Monica Bay Watershed Coordinator WC: Heal the Bay	**Los Angeles County Flood Control District**	No	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$1,600,000.00
FY21-22				**$7,519,483.42**	**$5,061,869.98**	**$7,933,801.36**	**$9,412,027.45**	**$7,127,910.64**	**$0.00**	**$0.00**	**$37,055,092.85**
Infrastructure Project				**$6,872,327.00**	**$4,717,905.50**	**$7,600,932.50**	**$9,081,932.50**	**$7,072,432.50**	**$0.00**	**$0.00**	**$35,345,530.00**
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	**City of Carson**	Yes		$207,500.00	$207,500.00	$207,500.00	$207,500.00	$207,500.00	$0.00	$0.00	$1,037,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project	**City of Manhattan Beach**	No		$1,497,100.00	$4,005,732.50	$4,005,732.50	$4,055,732.50	$4,055,732.50	$0.00	$0.00	$17,620,030.00
Stormwater Basin Expansion Project	**City of Torrance**	No		$4,505,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,505,000.00
Wilmington Neighborhood Greening Project	**City of Los Angeles, Bureau of Sanitation and Environment**	Yes		$662,727.00	$504,673.00	$3,387,700.00	$4,818,700.00	$2,809,200.00	$0.00	$0.00	$12,183,000.00
Scientific Study				**$47,156.42**	**$343,964.48**	**$332,868.86**	**$330,094.95**	**$55,478.14**	**$0.00**	**$0.00**	**$1,109,562.85**
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	No		$47,156.42	$343,964.48	$332,868.86	$330,094.95	$55,478.14	$0.00	$0.00	$1,109,562.85
Technical Resource				**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	**City of Rolling Hills Estates**	Yes		$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TMDL	**City of Torrance**	No		$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY22-23					**$2,090,133.75**	**$2,520,717.50**	**$1,759,150.25**	**$50,500.00**	**$46,500.00**	**$346,138.00**	**$6,813,139.50**
Infrastructure Project					**$1,404,975.00**	**$2,434,275.00**	**$1,683,000.00**	**$50,500.00**	**$46,500.00**	**$346,138.00**	**$5,965,388.00**
Downtown Lomita Multi-Benefit Stormwater Project	**City of Lomita**	Yes			$300,000.00	$149,300.00	$0.00	$0.00	$0.00	$0.00	$449,300.00
Fulton Playfield Multi-Benefit Infiltration Project	**City of Redondo Beach**	No			$93,000.00	$2,073,000.00	$1,683,000.00	$50,500.00	$46,500.00	$346,138.00	$4,292,138.00
Hermosa Beach Multi-Benefit Parking Lot Greening Project (Lot D)	**Hermosa Beach**	No			$211,975.00	$211,975.00	$0.00	$0.00	$0.00	$0.00	$423,950.00
West Rancho Dominguez - San Pedro Street Green Improvement	**Los Angeles County Public Works**	Yes			$800,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$800,000.00
Scientific Study					**$85,158.75**	**$86,442.50**	**$76,150.25**	**$0.00**	**$0.00**	**$0.00**	**$247,751.50**
Microplastics in LA County Stormwater	**Dr. Andrew Gray, University of California Riverside**	No			$85,158.75	$86,442.50	$76,150.25	$0.00	$0.00	$0.00	$247,751.50
Technical Resource					**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
City of Lawndale Southern Revitalization Project	**City of Lawndale**	Yes			$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Darby Park Multi-Benefit Project	**City of Inglewood**	Yes			$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY23-24						**$6,853,859.00**	**$2,548,280.00**	**$2,743,180.00**	**$6,550,280.00**	**$1,227,225.00**	**$19,922,824.00**
Infrastructure Project						**$6,553,859.00**	**$2,548,280.00**	**$2,743,180.00**	**$6,550,280.00**	**$1,227,225.00**	**$19,622,824.00**
Beach Cities Green Streets Project	**City of Torrance**	No				$5,366,953.00	$0.00	$0.00	$0.00	$0.00	$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	**City of Redondo Beach**	Yes				$391,000.00	$391,000.00	$0.00	$0.00	$0.00	$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Yes				$282,706.00	$794,880.00	$728,280.00	$794,880.00	$598,625.00	$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Yes				$513,200.00	$1,362,400.00	$2,014,900.00	$5,755,400.00	$628,600.00	$10,274,500.00
Technical Resource						**$300,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300,000.00**
Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	**City of Hawthorne**	Yes				$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Grand Total			**$14,388,796.00**	**$19,998,012.42**	**$17,372,264.73**	**$17,508,377.86**	**$13,919,457.70**	**$10,121,590.64**	**$6,796,780.00**	**$1,773,363.00**	**$101,878,642.35**

Stormwater Investment Plan
Upper Los Angeles River Watershed Area

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (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 following sections include details regarding the recommended SIP:

Contents

1 Summary of Stormwater Investment Plan Recommendations 2
2 Summary of Meetings and Process 4
3 Infrastructure Program 6
4 Technical Resources Program 20
5 Scientific Studies Program 22
6 Next Steps 23

Attachments:

- Attachment A – Final Recommended SIP
- Attachment B – Summary to Date

Please review the recommended SIP and select one of the following:

	Regional Oversight Committee (ROC) concurs with the recommended SIP as-is
	Refer to ROC meeting minutes for comments

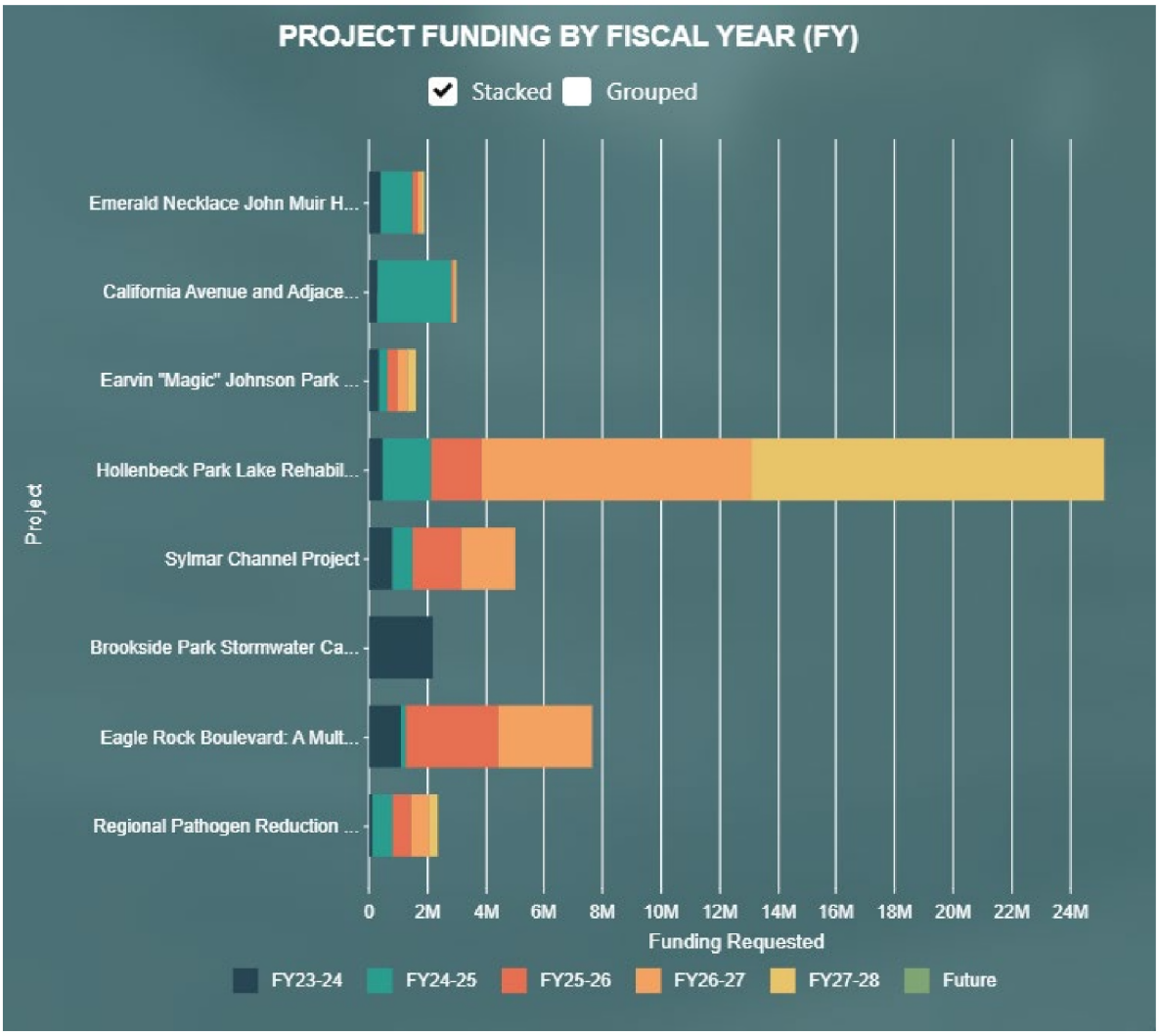
1 Summary of Stormwater Investment Plan Recommendations

The Upper Los Angeles Watershed Area receives approximately $38.9M in annual Regional Program funds.

For Fiscal Year 2023-2024 (FY23-24), 13 Infrastructure Program Project applications, 0 Technical Resources Program Project concept applications, and 2 Scientific Studies Program applications were submitted for consideration. After careful review and consideration, the WASC voted to include 7 Infrastructure Program Projects, 0 Technical Resources Program Project concepts, 1 Scientific Studies, and 3 Watershed Coordinators into the recommended SIP.

Below is a summary of the total funding allocated per year in the recommended SIP, including both new projects and continuing projects.

		Budget	Projections					
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL
A. Anticipated Annual Regional Program Funds Collected		$38.9M	$38.9M	$38.9M	$38.9M	$38.9M		$194M
B. Anticipated Annual Regional Program Funds Available (A+D)		$39.8M	$52.5M	$47.5M	$49.1M	$52.3M		
C. Total Recommendation in Current SIP		$5.7M	$7.2M	$7.7M	$15.5M	$12.8M	$0	$48.8M
Total Allocated in Previous SIP(s)		$20.5M	$36.8M	$29.5M	$20.3M	$10.7M	$20.8M	$118M
D. Remaining Balance/Rollover Funds (B-C)	$918k	$13.7M	$8.6M	$10.3M	$13.4M	$28.8M		
E. Percent Allocated (C/B)		66%	84%	78%	73%	45%		86%



Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

2 Summary of Meetings and Process

The WASC met 9 times between September 2022 and February 2023. Refer to Upper Los Angeles River Watershed Area – Safe Clean Water Program (safecleanwaterla.org) for the current list of WASC members, meeting dates, and meeting materials.

2.1 Call for Projects

The Call for Projects for FY23-24 funding ended on July 31, 2022. After a check for completeness by the Los Angeles County Flood Control District (District) staff, the WASC received an overview of project submittals. The WASC discussed the Projects and voted to send all Infrastructure Projects to be scored by the Scoring Committee.

2.2 Scoring

The Scoring Committee evaluated each project submittal and provided an official score based on the scoring criteria defined in the Feasibility Study Guidelines (https://safecleanwaterla.org/wp-content/uploads/2019/09/Feasibility-Study-Guidelines-20190917-FINAL-1.pdf). Since all Regional Program Projects must meet the Threshold Score of 60 points or more to be eligible for consideration in the Infrastructure Program, only those qualifying projects were returned to the WASC for further evaluation. The following projects were determined unable to score or scored below the threshold:

- South Pasadena Huntington Drive Regional Green Street Project (City of South Pasadena)

See Scoring Rubric (https://safecleanwaterla.org/wp-content/uploads/2022/12/ULAR-FY23-24-Scoring-Rubric-20221201.pdf) for more details.

2.3 Presentations

The WASC received presentations from all Regional Program applicants that submitted complete proposals. Each presentation was allotted approximately 10 minutes of presentation time with 10 minutes for questions and answers; additional time for presentation or Q&A was accommodated when necessary. The committee members discussed each application at the conclusion of each presentation.

As appropriate, the WASC also received updates from the previous applicants on Projects, Project concepts, and Studies, that were previously approved from the FY20-21, FY21-22, and FY22-23 SIPs. Those recipients continue to execute their Transfer Agreements or Addendums, receive funds, initiate the approved activities, and begin the formal reporting process.

2.4 Preliminary Ranking Worksheet

The WASC discussed each eligible Project, Project concept, and scientific study as a group. The applications were ranked by each committee member and the totals were aggregated as follows:

Program	Project Name	Number of Rankings	Total*	Program Place
IP	Sylmar Channel Project	14	138	1
IP	Hollenbeck Park Lake Rehabilitation Project	13	114	2
IP	Earvin "Magic" Johnson Park Operation and Maintenance Project	14	113	3
IP	Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	12	102	4
IP	California Avenue and Adjacent Streets Stormwater Capture Project	12	101	5
IP	Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	12	88	6
IP	Bowtie Demonstration Project (Updated)	12	87	7
IP	McCambridge Park Stormwater Capture Multi-Benefit Project	11	85	8
IP	Brookside Park Stormwater Capture Project	11	82	9
IP	Green Street Demonstration Project on Main Street	11	77	10
IP	Mission Mile Sepulveda: A Climate Resilient Urban Greenway to Cultural Connections Project	11	71	11
IP	Arroyo Seco Projects	7	15	12
SS	Groundwater Quality Monitoring: Studying Pollution Removal in Stormwater Drywells and Monitoring the Spatial and Temporal Effects of Stormwater Drywells on Local Groundwater Quality	7	13	1
SS	Regional Pathogen Reduction Study	7	9	2

* NOTE: These values are NOT project scores but rather a weighted representation of the committee's preliminary rankings to help prioritize funding considerations and discussion.

2.5 SIP Development

The WASC is aware of the District's in-progress Metrics and Monitoring Study that is intended to help inform future SIP development through the support of both early/coordinated planning as well as more meaningful tracking/monitoring of projects and benefits. These results, along with other efforts and regional plans related to identifying needs, priorities, and lessons learned, will continue to be grafted into the Regional Program process as able. In the meantime, the WASC reviewed and utilized all available

information and guidance materials including, but not limited to, the items listed below. Please refer to the Project Portal (https://portal.safecleanwaterla.org/scw-reporting/map) and the WASC webpage on the Safe, Clean Water website (www.safecleanwaterla.org) for details.

- Project applications, factsheets, and presentations
- Safe Clean Water Spatial Data Library
- SIP Programming Tool
- Preliminary Rankings, as applicable
- Anticipated future construction costs for projects
- Program Guidance
    - Programming of Nature-Based Solutions
    - Implementing Disadvantaged Community Policies in the Regional Program
    - Strengthening Community Engagement and Support
    - Water Supply
    - Partial Funding Guidelines

The WASC discussed all available information and received public comments before voting to approve Projects and studies and their corresponding annual funding allocations into the recommended SIP.

2.6 Summary of Public Comment

The WASC received public comments which are available in the WASC meeting minutes on the Upper Los Angeles River Watershed Area – Safe Clean Water Program (safecleanwaterla.org). The WASC did not receive any strong public input contrary to the recommended SIP. The WASC received strong public support for the Hollenbeck Park Lake Rehabilitation Project (City of Los Angeles, Department of Public Works, LA Sanitation and Environment).

3 Infrastructure Program

3.1 Submitted and Recommended Projects

All projects were evaluated as described above in Section 2 Summary of Meetings. Below is a list of all Projects submitted to the FY23-24 Infrastructure Program for this Watershed Area. Projects shown in white have been included in the recommended SIP.

Row Labels	Project Lead	Project Status	Phase(s)	Total Funding FY23-28
Arroyo Seco Projects	**City of South Pasadena**	Not included	Construction, Design, Planning	$33,995,086.06
Bowtie Demonstration Project (Updated)	**The Nature Conservancy**	Not included	Construction, O&M	$7,164,575.00
Brookside Park Stormwater Capture Project	**City of Pasadena**	Included in SIP	Design	$2,198,612.00

Row Labels	Project Lead	Project Status	Phase(s)	Total Funding FY23-28
California Avenue and Adjacent Streets Stormwater Capture Project	**City of Glendale**	Included in SIP	Design, Construction, O&M	$2,970,899.00
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	**City of Los Angeles, Department of Public Works, StreetsLA**	Included in SIP	Design, Construction, Bid/Award	$7,632,723.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	**Los Angeles County Public Works**	Included in SIP	O&M	$1,625,000.00
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	**Claire Robinson, Amigos de los Rios**	Included in SIP	Planning, Design, Construction, O&M	$1,891,500.00
Green Street Demonstration Project on Main Street	**City of Alhambra**	Not included	Design, Construction	$3,773,000.00
Hollenbeck Park Lake Rehabilitation Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Included in SIP	Planning, Design, Construction, O&M	$25,161,316.00
McCambridge Park Stormwater Capture Multi-Benefit Project	**City of Burbank Public Works Department**	Not included	Design	$2,930,000.00
Mission Mile Sepulveda: A Climate Resilient Urban Greenway to Cultural Connections Project	**City of Los Angeles, Department of Public Works, StreetsLA**	Not included	Design, Construction, Bid/Award	$22,914,301.00
Sylmar Channel Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Included in SIP	Planning, Design, Construction, O&M	$5,005,515.00

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

Note, Projects requesting only Design funds are expected to request Construction funds in subsequent years. In addition, all Projects included in the recommended SIP are expected to request additional funding for operations, maintenance, and monitoring for a minimum useful life of 30 years.

3.2 Discussion of Criteria

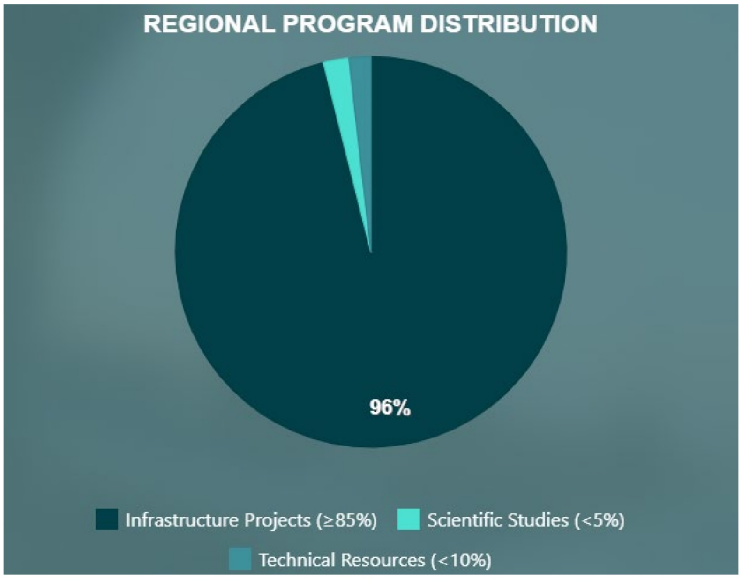
Per LACFCD Code Ch18.07.B.2, the SIPs shall be developed by the WASC in accordance with the criteria described below.

3.2.1 Regional Program Allocations

Compliant with LACFCD Code Ch18.07.B.2.a

Below is a summary of the Regional Program allocations over the 5-year SIP, which includes both new and continuing projects.

Funding Program	Total SCW Funding Allocated FY23-28	Funding Distribution for Subprograms FY23-28
Infrastructure Program (≥85%)	$160,038,566.80	96.1%
Scientific Studies (<5%)	$3,526,022.25	2.1%
Technical Resources Program (<10%)	$3,000,000.00	1.8%
Grand Total	**$166,564,589.05**	

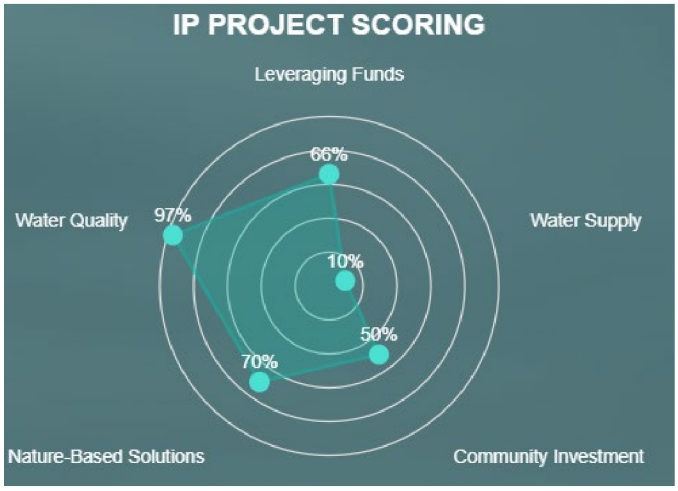


3.2.2 Project Benefits

Compliant with LACFCD Code Ch18.04.E

The Scoring Committee confirmed the scores provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Feasibility Study Guidelines.

Below are the overall scoring category distributions for the new Infrastructure Program Projects included in the recommended SIP.



3.2.3 MS4 Compliance

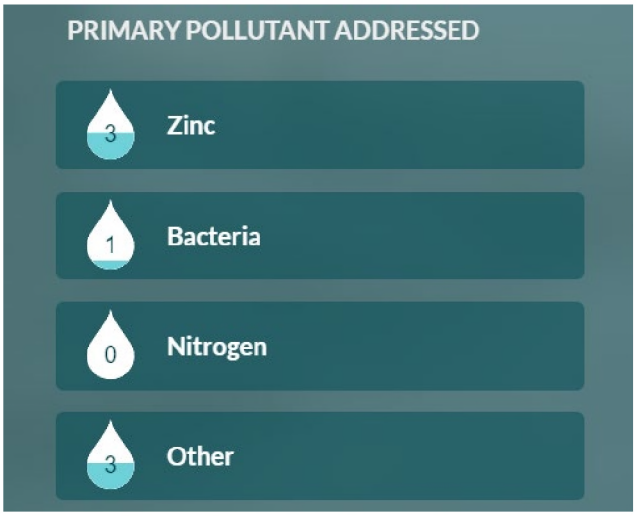
Compliant with LACFCD Code Ch18.07.B.2.b.

Below is an overview of the applicant-entered water quality data for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	Capture Area (acres)	24-hr Capacity (acre-feet)
Brookside Park Stormwater Capture Project	Wet	1,166	28.99
California Avenue and Adjacent Streets Stormwater Capture Project	Wet	164	10.08
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	Dry	2,220	1.67
Earvin "Magic" Johnson Park Operation and Maintenance Project	Dry	375	15.00
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Wet	22	1.46

Project Name	Project Type	Capture Area (acres)	24-hr Capacity (acre-feet)
Hollenbeck Park Lake Rehabilitation Project	Dry	696	*9.64
Sylmar Channel Project	Wet	272	26.30
Grand Total		**4,915**	**93.14**

*Note: User estimated 24-hour volume used instead of Module-generated Storage Volume.



*NOTE: "Other" may include Dry Weather Projects, Copper, Lead, Toxics, Phosphorus, and Chloride. Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project, Earvin "Magic" Johnson Park Operation and Maintenance Project, and Hollenbeck Park Lake Rehabilitation Project are all Dry Weather Projects.

3.2.4 Disadvantaged Communities (DAC) Benefits

Compliant with LACFCD Code Ch18.07.B.2.c.

Based on the total Infrastructure Program funding allocations for the SIP and the ratio of the DAC population to the total population in each Watershed Area, funding for Projects that provide DAC benefits over the 5-year SIP shall not be less than the value shown below. Below is an overview of Funding Allocated for DACs from FY23-28.

DISADVANTAGED COMMUNITY (DAC) ALLOCATION	
Required DAC Ratio	45%
Required Funding for DACs FY23-28 (110%)	$ 79,395,133
Funding Allocated for DACs FY23-28	$ 147,248,915

* These figures are based on the 2020 US Census and will be updated periodically.

As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP is greater than the required funding for DACs for this Watershed Area.

Below is an overview of the WASC-confirmed DAC Benefit for the new FY23-24 Infrastructure Program Projects included in the recommended SIP. To better assist with and standardize this determination in the future, the District developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

Project Name	Provides Benefit to a DAC	Total Funding FY23-28
Brookside Park Stormwater Capture Project	No	$2,198,612.00
California Avenue and Adjacent Streets Stormwater Capture Project	Yes	$2,970,899.00
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	Yes	$7,632,723.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	Yes	$1,625,000.00
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Yes	$1,891,500.00
Hollenbeck Park Lake Rehabilitation Project	Yes	$25,161,316.00
Sylmar Channel Project	Yes	$5,005,515.00

3.2.5 Municipality Benefits

Compliant with LACFCD Code Ch18.07.B.2.d.

The ordinance language calls for a distribution of benefits, not necessarily just dollars invested. The currently recommended Projects are distributed throughout the Watershed Area to help comply with this rolling 5-year criterion in future years. The District intends to develop guidance for evaluating and tracking municipality benefits in future years.

Below is a summary of the Municipality in which each new FY23-24 Infrastructure Program Project included in the recommended SIP is located and the Municipalities within the Project's capture area.

Project Name (Municipality)	Municipalities within Project Capture Area
Brookside Park Stormwater Capture Project (Pasadena)	Pasadena
	Unincorporated (Los Angeles County)
California Avenue and Adjacent Streets Stormwater Capture Project (Glendale)	Glendale
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project (Los Angeles)	Los Angeles
	Glendale
	Pasadena
Earvin "Magic" Johnson Park Operation and Maintenance Project (Unincorporated (Los Angeles County))	Unincorporated (Los Angeles County)
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project (Pasadena)	Pasadena
Hollenbeck Park Lake Rehabilitation Project (Los Angeles)	Los Angeles
	Unincorporated (Los Angeles County)
Sylmar Channel Project (Unincorporated (Los Angeles County))	Los Angeles

3.2.6 Project Types and Sizes

Compliant with LACFCD Code Ch18.07.B.2.e.

Recommendations include a variety of projects to ensure compliance with this rolling 5-year criterion in future years.

Below is a summary of project types and the total capture area in acres for the new FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Project Type	BMP Type	Capture Area (acres)
Brookside Park Stormwater Capture Project	**Wet**	Infiltration Facility	1,166
California Avenue and Adjacent Streets Stormwater Capture Project	**Wet**	Infiltration Well	164
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	**Dry**	Biofiltration	2,220
Earvin "Magic" Johnson Park Operation and Maintenance Project	**Dry**	Treatment Facility	375

Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	**Wet**	Infiltration Well	22
Hollenbeck Park Lake Rehabilitation Project	**Dry**	Infiltration Facility	696
Sylmar Channel Project	**Wet**	Infiltration Facility	272
Grand Total			**4,915**

3.2.7 Nature-Based Solutions

Compliant with LACFCD Code Ch18.07.B.2.f.

Below is a summary of the new FY23-24 Infrastructure Program Projects included in the recommended SIP that implement Nature-Based Solutions (NBS).



Project Name	Mimics Natural Processes	Uses Natural Materials
Brookside Park Stormwater Capture Project	Yes	Yes
California Avenue and Adjacent Streets Stormwater Capture Project	Yes	Yes
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	Yes	Yes
Earvin "Magic" Johnson Park Operation and Maintenance Project	Yes	Yes
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Yes	Yes
Hollenbeck Park Lake Rehabilitation Project	Yes	Yes
Sylmar Channel Project	Yes	Yes

Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

For reference, the District developed interim guidance related to developing and programming Nature-Based Solutions. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.8 Leveraged Funds and Community Support

Below is a summary of leveraged funds, SCW funding allocations, and community support for the FY23-24 Infrastructure Program Projects included in the recommended SIP.

Project Name	Status of Leveraged Funds	Sum of Leveraged Funding	Community Support Score (max 4 points)
Brookside Park Stormwater Capture Project	None	$0.00	0
California Avenue and Adjacent Streets Stormwater Capture Project	Commitment Received	$990,318.00	1
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	Commitment Received	$16,362,000.00	4
Earvin "Magic" Johnson Park Operation and Maintenance Project	Commitment Received	$1,625,000.01	4
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	In Progress	$500,000.00	4
	Commitment Received	$237,500.00	
Hollenbeck Park Lake Rehabilitation Project	Commitment Received	$14,431,637.00	3
	Money Received	$5,000,000.00	
Sylmar Channel Project	Commitment Received	$5,009,101.00	3
Grand Total		**$44,155,556.01**	

*NOTE: Community support points are awarded when the Project demonstrates strong local, community-based support and/or has been developed as part of a partnership with local NGOs/CBOs

For reference, the District developed interim guidance related to Strengthening Community Engagement and Support. Interim guidance is available on our website (https://safecleanwaterla.org/2022-interim-guidance/).

3.2.9 Long Term Planning Considerations

The WASC incorporated long term planning by considering anticipated future construction costs for continuing and new projects during SIP development. The future anticipated construction costs were estimated and confirmed by Infrastructure Program Project applicants and actual future SCW funding requests for construction may differ due to updated project estimates, leveraged funding, awarded grants, or local match. The majority of WASC members noted the purpose was to demonstrate progress toward MS4 compliance, provide a more accurate construction schedule/cost estimate, and to seek out potential leveraged funding options.

In addition, the annual Operations and Maintenance (O&M) projections provided in the Project applications for the new and continuing Projects were included in the SIP tool and shown below. The recommended SIP anticipates a total annual O&M cost of $7.9M of the anticipated $38.9M annual Regional Program funds collected and will be accounted for in future SIPs.

Below is a summary of the total funding allocated per year in the recommended SIP, including estimated construction costs for both new projects and continuing projects. This represents the theoretical SIP projections based on currently anticipated additional funding requests to cover subsequent phases.

		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$38.9M	$38.9M	$38.9M	$38.9M	$38.9M		$194M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$39.8M	$52.5M	$40.7M	$38.9M	$38.9M			
C. Total Recommendation in Current SIP		$5.7M	$13.9M	$14.4M	$22.2M	$13.1M	$0	$69.4M	$2.1M
Total Allocated in Previous SIP(s)		$20.5M	$36.8M	$33.5M	$24.3M	$12.7M	$21.8M	$128M	$5.8M
D. Remaining Balance/Rollover Funds (B-C)	$918k	$13.7M	$1.8M	$0	$0	$13.1M			Total: $7.9M
E. Percent Allocated (C/B)		66%	97%	118%	120%	66%		101%	

*NOTE: This is not the recommended SIP.

Refer to the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with anticipated construction costs ("Final - Assuming Construction Cost" scenario). The theoretical SIP does not allow enough future budget to accommodate projects' anticipated construction costs. Brookside Park Stormwater Capture Project (City of Pasadena), Westmont - Vermont Avenue Green Improvement Project (Los Angeles County Public Works), and Altadena - Lake Avenue Green Improvement Project (Los Angeles County Public Works) requested SCW funding in FY23-24, FY21-22, and FY21-22 respectively for design only to provide a more accurate construction schedule/cost estimate and to seek out potential leveraged funding options. The majority of the members in the WASC were confident in the Watershed Area's ability to solidify other funding sources to bring these projects to completion. If unable to do so, the WASC understands they will need to defer the construction of certain projects to occur in later years.

3.2.10 Other Considerations

The projects included in the recommended SIP were selected based on the results from the Preliminary Ranking Worksheet and robust discussion of Project benefits, anticipated future funding requests, and available funding.

The WASC received presentations from the Infrastructure Program applicants during the WASC meetings on December 7, 2022 and January 11, January 19, and February 1, 2023.

Five Infrastructure Program Project developers offered to redistribute their funding request from one FY to another FY in the SIP programming years to address the limited funding capacity (approximately $2M) and heavy funding request in the budgeted year (FY23-24). There were no Project applicants that offered to redistribute funding. During the WASC meetings on November 2 and December 7, 2022, the WASC agreed with the following redistributions from the respective Project developers:

- Broadway-Manchester Multi-Modal Green Streets Project (City of Los Angeles, Bureau of Street Services) redistribution of $4,000,000.00 from FY23-24 to $1,167,000 for FY24-25 and $2,833,000 for FY25-26
- Lankershim Boulevard Local Area Urban Flow Management Network Project (City of Los Angeles, Bureau of Sanitation) redistribution of $5,139,380.00 from FY23-24 to FY25-26
- Lincoln Park Neighborhood Green Street Network (City of Los Angeles, Bureau of Sanitation) redistribution of $3,726,916.00 from FY23-24 to FY26-27
- Oro Vista Local Area Urban Flow Management Project (City of Los Angeles, Bureau of Sanitation) redistribution of $2,118,120.00 FY23-24 to FY25-26
- Valley Plaza Park Stormwater Capture Project (Los Angeles Department of Water and Power) redistribution of $2,116,000.00 FY23-24 to FY26-27

3.3 Continuing Projects

All projects were evaluated as described above in Section 2 Summary of Meetings and Process. Below is a list of continuing Infrastructure Program Projects included in the SIP for this Watershed Area.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
Echo Park Lake Rehabilitation Operation and Maintenance	**City of Los Angeles, LA Sanitation and Environment**	FY22-23	Continuing allocation	O&M	$1,920,000.00
Jackson Elementary School Campus Greening and Stormwater Quality	**Amigos de los Rios (ADLR) and Pasadena Unified School District (PUSD)**	FY22-23	Continuing allocation	Design, Construction, O&M	$2,562,948.00

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
Improvement Project					
Watts Civic Center Serenity Greenway	**City of Los Angeles, Council District 15**	FY22-23	Continuing allocation	Planning, Design, Construction	$2,414,000.00
Whitsett Fields Park North Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY22-23	Continuing allocation	Design, Construction	$7,553,000.00
Winery Canyon Channel and Descanso Gardens Stormwater Capture and Reuse Project	**Descanso Gardens Guild, Inc.; City of La Canada Flintridge**	FY22-23	Continuing allocation	Design, Construction, O&M	$6,354,800.00
Altadena - Lake Avenue Green Improvement	**Los Angeles County Public Works**	FY21-22	Completed allocation	Design	$0.00
Altadena Mariposa Green Street Demonstration Project	**Amigos de los Rios, Claire Robinson**	FY21-22	Continuing allocation	Design, Construction, O&M, Monitoring	$28,500.00
Arroyo Seco-San Rafael Treatment Wetlands	**City of Pasadena**	FY21-22	Continuing allocation	Design, Construction	$2,370,936.00
Broadway-Manchester Multi-Modal Green Streets Project	**City of Los Angeles Bureau of Street Services (StreetsLA)**	FY21-22	Continuing allocation	Design, Construction	$6,833,000.00
David M. Gonzales Recreation Center Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY21-22	Continuing allocation	Design, Construction	$14,719,000.00
Lincoln Park Neighborhood Green Street Network	**City of Los Angeles Sanitation and Environment**	FY21-22	Continuing allocation	Planning, Design, Construction, O&M	$11,180,748.00
Los Angeles Pierce College Northeast	**Los Angeles Community**	FY21-22	Completed allocation	Design, Construction	$0.00

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
Campus Stormwater Capture & Use and Biofiltration Project	**College District & BuildLACCD**				
Metro Orange Line a Water Infiltration and Quality Project	**Los Angeles County Metropolitan Transportation Authority**	FY21-22	Continuing allocation	Planning, Design, Construction, O&M	$15,757,600.00
Valley Plaza Park Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY21-22	Continuing allocation	Design, Construction	$20,102,000.00
Westmont - Vermont Avenue Green Improvement	**Los Angeles County Public Works**	FY21-22	Completed allocation	Design	$0.00
Active Transportation Rail to River Corridor Project - Segment A	**Los Angeles Metropolitan Transit Authority (Metro)**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$925,000.00
City of San Fernando Regional Park Infiltration Project	**City of San Fernando**	FY20-21	Continuing allocation	Construction, O&M	$200,800.00
Echo Park Lake Rehabilitation	**City of Los Angeles, Bureau of Sanitation**	FY20-21	Completed allocation	O&M	$0.00
Fernangeles Park Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$836,074.83
Franklin D. Roosevelt Park Regional Stormwater Capture Project	**Los Angeles County**	FY20-21	Completed allocation	Completed Project	$0.00
Lankershim Boulevard Local Area Urban Flow Management Network Project	**City of Los Angeles, Bureau of Sanitation**	FY20-21	Continuing allocation	Design, Construction	$10,278,760.00

Project Name	Project Applicant	SIP Year	SIP Funding Status	Phase(s)	Projected Funding Remaining
Oro Vista Local Area Urban Flow Management Project	**City of Los Angeles, Bureau of Sanitation**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$4,236,240.00
Rory M. Shaw Wetlands Park Project	**Los Angeles Flood Control District**	FY20-21	Continuing allocation	Construction	$4,000,000.00
Strathern Park North Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$927,860.55
The Distributed Drywell System Project	**City of Glendale**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$34,000.00
Valley Village Park Stormwater Capture Project	**Los Angeles Department of Water and Power (LADWP)**	FY20-21	Continuing allocation	Planning, Design, Construction, O&M	$317,734.42
Walnut Park Pocket Park Project	**County of Los Angeles**	FY20-21	Completed allocation	Planning, Design, Construction	$0.00

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details and refer to Attachment B for a Summary to Date.

3.3.1 Other Considerations

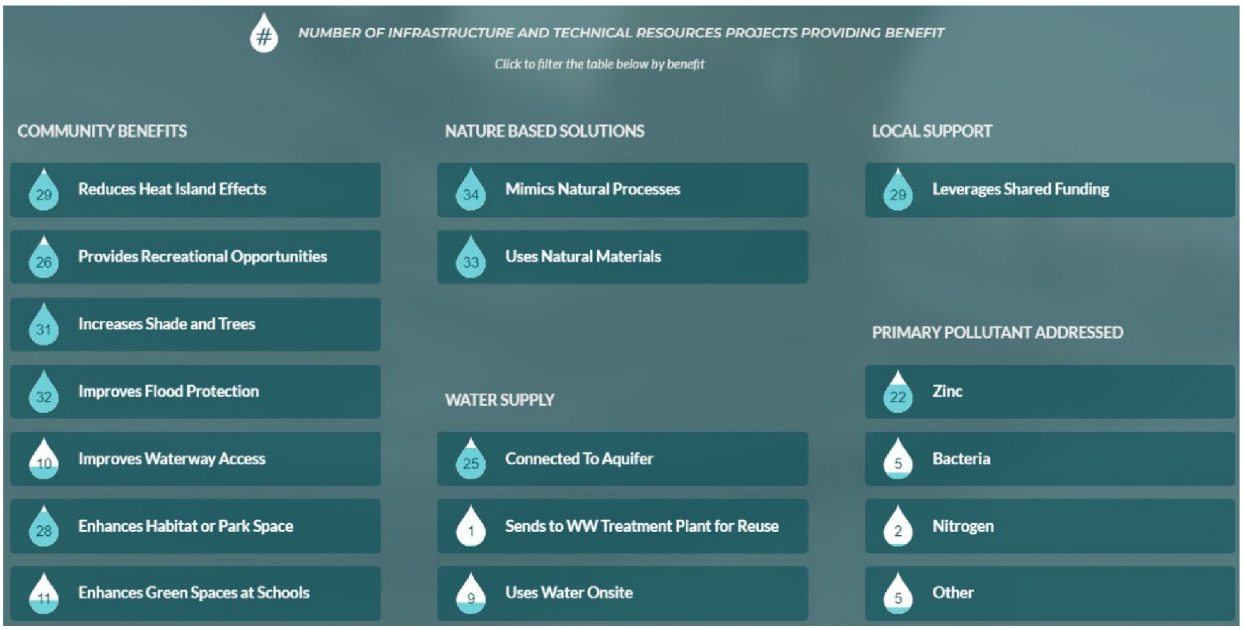
Future funding for O&M from the following continuing Projects were confirmed by the Project applicant for FY27-28 and Future Funding allocations in the recommended SIP:

- Metro Orange Line a Water Infiltration and Quality Project (Los Angeles County Metropolitan Transportation Authority)
- Active Transportation Rail to River Corridor Project - Segment A (Los Angeles County Metropolitan Transportation Authority)
- David M. Gonzales Recreation Center Stormwater Capture Project (Los Angeles Department of Water and Power)
- Valley Plaza Park Stormwater Capture Project (Los Angeles Department of Water and Power)

3.4 Projected Watershed Area Benefits To-Date

Below is a summary of the estimated aggregate benefits for Infrastructure Program Projects included in the approved FY20-21 SIP, FY21-22 SIP, FY22-23 SIP, and recommended FY23-24 SIP.

Area Managed by Projects (acres)	20,830
Project Storage Capacity (acre-feet)	2,281
Annual Average Stormwater Capture (acre-feet)	37,281
Dry Weather Inflow to Projects (cubic feet per sec)	60



4 Technical Resources Program

Per LACFCD Code Ch18.07.D, the purpose of the Technical Resources Program is to provide Technical Assistance Teams to assist with the development of Feasibility Studies and to provide Watershed Coordinators.

4.1 Submitted and Recommended Project Concepts

There were no Project concepts submitted to the FY23-24 Technical Resources Program for this Watershed Area. A placeholder to fund three Watershed Coordinators for up to $200k/year per Watershed Coordinator was included in the recommended SIP.

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

4.2 Continuing Project Concepts

Below is a list of continuing Technical Resources Program Project concepts included in previous SIP for this Watershed Area.

Project Name	Project Applicant	SIP Year	Status	Note
Camino Verde Pocket Park Regional Stormwater Capture Demonstration Project	**City of South Pasadena**	FY22-23	In Progress	
San Fernando Calles Verdes	**City of San Fernando**	FY22-23	In Progress	
McCambridge Park Stormwater Capture Multi-Benefit Project	**City of Burbank**	FY21-22	Complete	Submitted IP FY23-24 Not Selected
South Pasadena Huntington Drive Regional Green Street	**City of South Pasadena**	FY21-22	Complete	Submitted IP FY23-24 Not Selected
Arroyo Seco Projects	**City of South Pasadena**	FY20-21	Complete	Submitted IP FY23-24 Not Selected
Green Street Demonstration Project on Main Street	**City of Alhambra**	FY20-21	Complete	Submitted IP FY23-24 Not Selected
Hay Canyon Channel / FIS Sports Facilities Stormwater Capture Feasibility Study	**City of La Cañada Flintridge**	FY20-21	Complete	
Pasadena Unified School District Campus Green Infrastructure Development Project	**Claire Robinson, Managing Director, Amigos de los Rios**	FY20-21	Complete	
Winery Canyon Channel / Descanso Gardens Stormwater Capture Feasibility Study	**City of La Cañada Flintridge**	FY20-21	Complete	Funded as IP FY22-23

4.3 Discussion

The WASC decided to fund 3 Watershed Coordinators (2 positions from Council for Watershed Health and 1 position from Environmental Outreach Strategies).

It should be noted that 4 previously funded Project concepts from the Technical Resources Program submitted Infrastructure Program applications for this Watershed Area in FY23-24, but were not selected for inclusion in the FY23-24 SIP: Arroyo Seco Projects (FY20-21 City of South Pasadena), Green Street Demonstration Project on Main Street (FY20-21 City of Alhambra), South Pasadena Huntington Drive Regional Green Street (FY21-22 City of South Pasadena), and McCambridge Park Stormwater Capture Multi-Benefit Project (FY21-22 City of Burbank Public Works Department).

5 Scientific Studies Program

Per LACFCD Code Ch18.07.E, the purpose of the Scientific Studies Program is to provide funding for scientific and technical activities.

5.1 Submitted and Recommended Studies

Below is a list of all Scientific Studies submitted to the Scientific Studies Program for this Watershed Area. Studies shown in white have been included in the recommended SIP.

Project Name	Project Applicant	SIP Programming Status	Total Funding Allocated in this WASC
Groundwater Quality Monitoring: Studying Pollution Removal in Stormwater Drywells and Monitoring the Spatial and Temporal Effects of Stormwater Drywells on Local Groundwater Quality	**California State Polytechnic University, Pomona**	Not Included	$1,691,188.00
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	Included in SIP	$2,328,277.14

Refer to Attachment A or the SIP tool (https://portal.safecleanwaterla.org/sip-tool/) for the Final Recommended SIP with additional project details.

5.2 Continuing Studies

Below is a list of all the Scientific Studies that were included in the Previous Fiscal Year's SIP.

Project Name	Project Applicant	SIP Year	SIP Funding Status	Projected Funding Remaining
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	**San Gabriel Valley Council of Governments**	FY22-23	Continuing allocation	$265,504.86
Community Garden Stormwater Capture Investigation	**Los Angeles Community Garden Council**	FY22-23	Continuing allocation	$189,142.00
Maximizing Impact of Minimum Control Measures	**San Gabriel Valley Council of Governments**	FY22-23	Continuing allocation	$524,878.25

Evaluation of infiltration testing methods for design of stormwater drywell systems	**California State Polytechnic University, Pomona**	FY21-22	Completed allocation	$0.00
Fire Effects Study in the ULAR Watershed Management Area	**San Gabriel Valley Council of Governments**	FY21-22	Continuing allocation	$218,220.00
LAUSD Living Schoolyards Program Pilot Study	**TreePeople**	FY21-22	Completed allocation	$0.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	**San Gabriel Valley Council of Governments**	FY20-21	Completed allocation	$0.00
preSIP: A Platform for Watershed Science and Project Collaboration	**San Gabriel Valley Council of Governments**	FY20-21	Completed allocation	$0.00
Recalculation of Wet Weather Zinc Criterion	**City of Los Angeles Sanitation**	FY20-21	Completed allocation	$0.00

5.3 Discussion

The WASC received presentations from the Scientific Studies Program applicants during the WASC meetings on October 5, 2022. The District hired Southern California Coastal Water Research Project (SCCWRP) to provide independent, rapid, and unbiased evaluation (summary) of the technical adequacy of each scientific study proposal, which were shared with the project applicants and WASC members.

The WASC decided to fund the Regional Pathogen Study (Gateway Water Management Authority).

6 Next Steps

The WASC requests that the Regional Oversight Committee (ROC) advance the recommended SIP to the Board of Supervisors for approval.

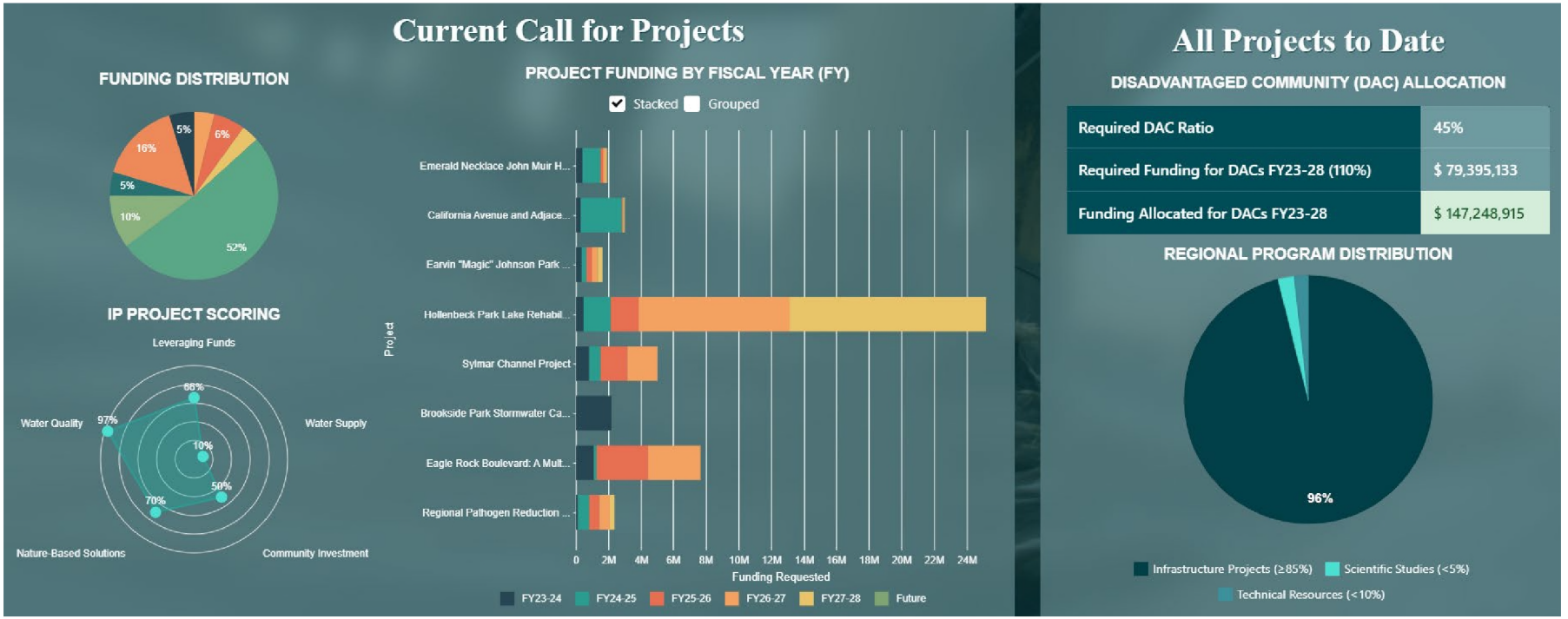
Next WASC meeting(s):

- May 18, 2023, 2:00 pm – 4:00 pm (to consider ROC feedback, if available)

Additional meetings to be schedules to consider ROC feedback, if necessary.

Attachment A

Final Recommended SIP – Upper Los Angeles River



		Budget	Projections						
		FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	Future Funding	TOTAL	Annual O&M
A. Anticipated Annual Regional Program Funds Collected		$38.9M	$38.9M	$38.9M	$38.9M	$38.9M		$194M	
B. Anticipated Annual Regional Program Funds Available (A+D)		$39.8M	$52.5M	$47.5M	$49.1M	$52.3M			
C. Total Recommendation in Current SIP		$5.7M	$7.2M	$7.7M	$15.5M	$12.8M	$0	$48.8M	$2.1M
Total Allocated in Previous SIP(s)		$20.5M	$36.8M	$29.5M	$20.3M	$10.7M	$20.8M	$118M	$5.8M
D. Remaining Balance/Rollover Funds (B-C)	$918k	$13.7M	$8.6M	$10.3M	$13.4M	$28.8M			Total: $7.9M
E. Percent Allocated (C/B)		66%	84%	78%	73%	45%		86%	

Watershed Area	Upper Los Angeles River

Row Labels	Project Lead	DAC	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Anticipated SCW Funding FY 23-28
FY20-21			**$5,224,069.80**	**$10,099,900.00**	**$7,982,500.00**	**$725,000.00**	**$725,000.00**	**$24,756,469.80**
Infrastructure Project			**$4,624,069.80**	**$9,499,900.00**	**$7,382,500.00**	**$125,000.00**	**$125,000.00**	**$21,756,469.80**
Active Transportation Rail to River Corridor Project - Segment A	Los Angeles Metropolitan Transit Authority (Metro)	Yes	$425,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$925,000.00
City of San Fernando Regional Park Infiltration Project	City of San Fernando (Kenneth Jones)	Yes	$100,400.00	$100,400.00	$0.00	$0.00	$0.00	$200,800.00
Echo Park Lake Rehabilitation	City of Los Angeles, Bureau of Sanitation	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fernangeles Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$836,074.83	$0.00	$0.00	$0.00	$0.00	$836,074.83
Franklin D. Roosevelt Park Regional Stormwater Capture Project	Los Angeles County	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lankershim Boulevard Local Area Urban Flow Management Network Project	City of Los Angeles, Bureau of Sanitation	Yes	$0.00	$5,139,380.00	$5,139,380.00	$0.00	$0.00	$10,278,760.00
Oro Vista Local Area Urban Flow Management Project	City of Los Angeles, Bureau of Sanitation	No	$0.00	$2,118,120.00	$2,118,120.00	$0.00	$0.00	$4,236,240.00
Rory M. Shaw Wetlands Park Project	Los Angeles Flood Control District	Yes	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$4,000,000.00
Strathern Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$927,860.55	$0.00	$0.00	$0.00	$0.00	$927,860.55
The Distributed Drywell System Project	City of Glendale	Yes	$17,000.00	$17,000.00	$0.00	$0.00	$0.00	$34,000.00
Valley Village Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$317,734.42	$0.00	$0.00	$0.00	$0.00	$317,734.42
Walnut Park Pocket Park Project	County of Los Angeles	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scientific Study			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Technical Resource			**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$3,000,000.00**
Green Street Demonstration Project on Main Street	City of Alhambra	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Hay Canyon Channel / FIS Sports Facilities Stormwater Capture Feasibility Study	City of La Canada Flintridge	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Pasadena Unified School District Campus Green Infrastructure Development Project	Claire Robinson, Managing Director, Amigos de los Rios	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Winery Canyon Channel / Descanso Gardens Stormwater Capture Feasibility Study	City of La Canada Flintridge	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Upper Los Angeles River Watershed Coordinators WC: Environmental Outreach Strategies, Council for Watershed Health, Council for Watershed Health	Los Angeles County Flood Control District	No	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$3,000,000.00
Arroyo Seco Projects	City of South Pasadena	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY21-22			**$8,964,188.00**	**$21,249,384.00**	**$14,723,116.00**	**$16,287,116.00**	**$9,986,200.00**	**$71,210,004.00**
Infrastructure Project			**$8,745,968.00**	**$21,249,384.00**	**$14,723,116.00**	**$16,287,116.00**	**$9,986,200.00**	**$70,991,784.00**
Altadena - Lake Avenue Green Improvement	Los Angeles County Public Works	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Altadena Mariposa Green Street Demonstration Project	Amigos de los Rios, Claire Robinson	Yes	$10,500.00	$9,000.00	$9,000.00	$0.00	$0.00	$28,500.00
Arroyo Seco-San Rafael Treatment Wetlands	City of Pasadena	Yes	$1,185,468.00	$1,185,468.00	$0.00	$0.00	$0.00	$2,370,936.00
Broadway-Manchester Multi-Modal Green Streets Project	City of Los Angeles Bureau of Street Services (StreetsLA)	Yes	$0.00	$4,000,000.00	$2,833,000.00	$0.00	$0.00	$6,833,000.00
David M. Gonzales Recreation Center Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$1,550,000.00	$2,130,000.00	$3,099,000.00	$4,067,000.00	$3,873,000.00	$14,719,000.00
Lincoln Park Neighborhood Green Street Network	City of Los Angeles Sanitation and Environment	Yes	$0.00	$3,726,916.00	$3,726,916.00	$3,726,916.00	$0.00	$11,180,748.00
Los Angeles Pierce College Northeast Campus Stormwater Capture & Use and Biofiltration Project	Los Angeles Community College District & BuildLACCD	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Metro Orange Line a Water Infiltration and Quality Project	Los Angeles County Metropolitan Transportation Authority	Yes	$6,000,000.00	$7,288,000.00	$823,200.00	$823,200.00	$823,200.00	$15,757,600.00
Valley Plaza Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$0.00	$2,910,000.00	$4,232,000.00	$7,670,000.00	$5,290,000.00	$20,102,000.00
Westmont - Vermont Avenue Green Improvement	Los Angeles County Public Works	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scientific Study			**$218,220.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$218,220.00**
Evaluation of infiltration testing methods for design of stormwater drywell systems	California State Polytechnic University, Pomona	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments	No	$218,220.00	$0.00	$0.00	$0.00	$0.00	$218,220.00
LAUSD Living Schoolyards Program Pilot Study	TreePeople	No	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
McCambridge Park Stormwater Capture Multi-Benefit Project	City of Burbank	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
South Pasadena Huntington Drive Regional Green Street	City of South Pasadena	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY22-23			**$6,262,749.11**	**$5,437,468.00**	**$6,822,456.00**	**$3,261,600.00**	**$0.00**	**$21,784,273.11**
Infrastructure Project			**$5,283,224.00**	**$5,437,468.00**	**$6,822,456.00**	**$3,261,600.00**	**$0.00**	**$20,804,748.00**
Echo Park Lake Rehabilitation Operation and Maintenance	City of Los Angeles, LA Sanitation and Environment	Yes	$480,000.00	$480,000.00	$480,000.00	$480,000.00	$0.00	$1,920,000.00
Jackson Elementary School Campus Greening and Stormwater Quality Improvement Project	Amigos de los Rios (ADLR) and Pasadena Unified School District (PUSD)	Yes	$2,286,148.00	$100,600.00	$100,600.00	$75,600.00	$0.00	$2,562,948.00
Watts Civic Center Serenity Greenway	City of Los Angeles, Council District 15	Yes	$250,000.00	$1,514,800.00	$649,200.00	$0.00	$0.00	$2,414,000.00
Whitsett Fields Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$1,679,000.00	$1,679,000.00	$1,679,000.00	$2,516,000.00	$0.00	$7,553,000.00
Winery Canyon Channel and Descanso Gardens Stormwater Capture and Reuse Project	Descanso Gardens Guild, Inc.; City of La Canada Flintridge	No	$588,076.00	$1,663,068.00	$3,913,656.00	$190,000.00	$0.00	$6,354,800.00
Scientific Study			**$979,525.11**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$979,525.11**
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments	No	$265,504.86	$0.00	$0.00	$0.00	$0.00	$265,504.86
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council	No	$189,142.00	$0.00	$0.00	$0.00	$0.00	$189,142.00
Maximizing Impact of Minimum Control Measures	San Gabriel Valley Council of Governments	No	$524,878.25	$0.00	$0.00	$0.00	$0.00	$524,878.25
Technical Resource			**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Camino Verde Pocket Park Regional Stormwater Capture Demonstration Project	City of South Pasadena	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
San Fernando Calles Verdes	City of San Fernando	Yes	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY23-24			**$5,682,320.95**	**$7,176,642.67**	**$7,664,368.72**	**$15,469,852.09**	**$12,820,657.71**	**$48,813,842.14**
Infrastructure Project			**$5,580,226.00**	**$6,461,978.00**	**$7,051,799.00**	**$14,803,732.00**	**$12,587,830.00**	**$46,485,565.00**
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Claire Robinson, Amigos de los Rios	Yes	$404,400.00	$1,117,500.00	$123,200.00	$123,200.00	$123,200.00	$1,891,500.00
California Avenue and Adjacent Streets Stormwater Capture Project	City of Glendale	Yes	$289,810.00	$2,516,383.00	$54,902.00	$54,902.00	$54,902.00	$2,970,899.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	Los Angeles County Public Works	Yes	$325,000.00	$325,000.00	$325,000.00	$325,000.00	$325,000.00	$1,625,000.00
Hollenbeck Park Lake Rehabilitation Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment	Yes	$482,582.00	$1,658,979.00	$1,687,479.00	$9,247,548.00	$12,084,728.00	$25,161,316.00
Sylmar Channel Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment	Yes	$790,584.00	$688,517.00	$1,654,775.00	$1,871,639.00	$0.00	$5,005,515.00
Brookside Park Stormwater Capture Project	City of Pasadena	No	$2,198,612.00	$0.00	$0.00	$0.00	$0.00	$2,198,612.00
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	City of Los Angeles, Department of Public Works, StreetsLA	Yes	$1,089,238.00	$155,599.00	$3,206,443.00	$3,181,443.00	$0.00	$7,632,723.00
Scientific Study			**$102,094.95**	**$714,664.67**	**$612,569.72**	**$666,120.09**	**$232,827.71**	**$2,328,277.14**
Regional Pathogen Reduction Study	Gateway Water Management Authority	No	$102,094.95	$714,664.67	$612,569.72	$666,120.09	$232,827.71	$2,328,277.14
Grand Total			**$26,133,327.86**	**$43,963,394.67**	**$37,192,440.72**	**$35,743,568.09**	**$23,531,857.71**	**$166,564,589.05**

Watershed Area	Upper Los Angeles River
Included in SIP?	Yes

Row Labels	Project Lead	DAC	FY 20-21 Budget	FY 21-22 Budget	FY 22-23 Budget	FY 23-24 Budget	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection	Total Anticipated SCW Funding
FY20-21			**$27,315,801.32**	**$33,460,562.21**	**$15,928,895.70**	**$5,224,069.80**	**$10,099,900.00**	**$7,982,500.00**	**$725,000.00**	**$725,000.00**	**$101,461,729.03**
Infrastructure Project			**$24,135,094.32**	**$31,634,429.21**	**$14,497,404.70**	**$4,624,069.80**	**$9,499,900.00**	**$7,382,500.00**	**$125,000.00**	**$125,000.00**	**$92,023,398.03**
Active Transportation Rail to River Corridor Project - Segment A	Los Angeles Metropolitan Transit Authority (Metro)	Yes	$1,500,000.00	$4,000,000.00	$2,000,000.00	$425,000.00	$125,000.00	$125,000.00	$125,000.00	$125,000.00	$8,425,000.00
City of San Fernando Regional Park Infiltration Project	City of San Fernando (Kenneth Jones)	Yes	$3,115,000.00	$5,785,000.00	$100,400.00	$100,400.00	$100,400.00	$0.00	$0.00	$0.00	$9,201,200.00
Echo Park Lake Rehabilitation	City of Los Angeles, Bureau of Sanitation	No	$400,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$400,000.00
Fernangeles Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$2,926,261.89	$3,344,299.31	$1,254,112.24	$836,074.83	$0.00	$0.00	$0.00	$0.00	$8,360,748.27
Franklin D. Roosevelt Park Regional Stormwater Capture Project	Los Angeles County	Yes	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000,000.00
Lankershim Boulevard Local Area Urban Flow Management Network Project	City of Los Angeles, Bureau of Sanitation	Yes	$5,139,380.00	$5,139,380.00	$5,139,380.00	$0.00	$5,139,380.00	$5,139,380.00	$0.00	$0.00	$25,696,900.00
Oro Vista Local Area Urban Flow Management Project	City of Los Angeles, Bureau of Sanitation	No	$2,118,120.00	$2,118,120.00	$2,118,120.00	$0.00	$2,118,120.00	$2,118,120.00	$0.00	$0.00	$10,590,600.00
Rory M. Shaw Wetlands Park Project	Los Angeles Flood Control District	Yes	$2,000,000.00	$2,000,000.00	$2,000,000.00	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$10,000,000.00
Strathern Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$3,247,511.94	$3,711,442.21	$1,391,790.83	$927,860.55	$0.00	$0.00	$0.00	$0.00	$9,278,605.53
The Distributed Drywell System Project	City of Glendale	Yes	$76,750.00	$1,765,250.00	$17,000.00	$17,000.00	$17,000.00	$0.00	$0.00	$0.00	$1,893,000.00
Valley Village Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes	$1,112,070.49	$1,270,937.69	$476,601.63	$317,734.42	$0.00	$0.00	$0.00	$0.00	$3,177,344.23
Walnut Park Pocket Park Project	County of Los Angeles	Yes	$500,000.00	$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00
Scientific Study			**$980,707.00**	**$1,226,133.00**	**$831,491.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,038,331.00**
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments	No	$192,500.00	$385,000.00	$308,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$885,500.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	No	$700,000.00	$700,000.00	$400,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,800,000.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	No	$88,207.00	$141,133.00	$123,491.00	$0.00	$0.00	$0.00	$0.00	$0.00	$352,831.00
Technical Resource			**$2,200,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$600,000.00**	**$6,400,000.00**
Green Street Demonstration Project on Main Street	City of Alhambra	No	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Hay Canyon Channel / FIS Sports Facilities Stormwater Capture Feasibility Study	City of La Canada Flintridge	No	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Pasadena Unified School District Campus Green Infrastructure Development Project	Claire Robinson, Managing Director, Amigos de los Rios	Yes	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Winery Canyon Channel / Descanso Gardens Stormwater Capture Feasibility Study	City of La Canada Flintridge	No	$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
Upper Los Angeles River Watershed Coordinators WC: Environmental Outreach Strategies, Council for Watershed Health, Council for Watershed Health	Los Angeles County Flood Control District	No	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$600,000.00	$4,800,000.00
Arroyo Seco Projects	City of South Pasadena	Yes	$400,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$400,000.00
FY21-22				**$12,357,124.00**	**$20,800,169.00**	**$8,964,188.00**	**$21,249,384.00**	**$14,723,116.00**	**$16,287,116.00**	**$9,986,200.00**	**$125,151,755.00**
Infrastructure Project				**$10,346,866.00**	**$20,310,734.00**	**$8,745,968.00**	**$21,249,384.00**	**$14,723,116.00**	**$16,287,116.00**	**$9,986,200.00**	**$122,433,842.00**
Altadena - Lake Avenue Green Improvement	Los Angeles County Public Works	Yes		$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
Altadena Mariposa Green Street Demonstration Project	Amigos de los Rios, Claire Robinson	Yes		$545,300.00	$165,972.00	$10,500.00	$9,000.00	$9,000.00	$0.00	$0.00	$739,772.00
Arroyo Seco-San Rafael Treatment Wetlands	City of Pasadena	Yes		$1,194,953.00	$1,205,468.00	$1,185,468.00	$1,185,468.00	$0.00	$0.00	$0.00	$4,771,357.00
Broadway-Manchester Multi-Modal Green Streets Project	City of Los Angeles Bureau of Street Services (StreetsLA)	Yes		$886,000.00	$4,000,000.00	$0.00	$4,000,000.00	$2,833,000.00	$0.00	$0.00	$11,719,000.00
David M. Gonzales Recreation Center Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes		$388,000.00	$581,000.00	$1,550,000.00	$2,130,000.00	$3,099,000.00	$4,067,000.00	$3,873,000.00	$19,363,000.00
Lincoln Park Neighborhood Green Street Network	City of Los Angeles Sanitation and Environment	Yes		$3,726,916.00	$3,726,916.00	$0.00	$3,726,916.00	$3,726,916.00	$3,726,916.00	$0.00	$18,634,580.00
Los Angeles Pierce College Northeast Campus Stormwater Capture & Use and Biofiltration Project	Los Angeles Community College District & BuildLACCD	No		$476,697.00	$4,766,978.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,243,675.00
Metro Orange Line a Water Infiltration and Quality Project	Los Angeles County Metropolitan Transportation Authority	Yes		$1,600,000.00	$5,070,400.00	$6,000,000.00	$7,288,000.00	$823,200.00	$823,200.00	$823,200.00	$34,515,458.00
Valley Plaza Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes		$529,000.00	$794,000.00	$0.00	$2,910,000.00	$4,232,000.00	$7,670,000.00	$5,290,000.00	$26,447,000.00
Westmont - Vermont Avenue Green Improvement	Los Angeles County Public Works	Yes		$500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500,000.00
Scientific Study				**$1,410,258.00**	**$489,435.00**	**$218,220.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,117,913.00**
Evaluation of infiltration testing methods for design of stormwater drywell systems	California State Polytechnic University, Pomona	No		$554,684.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$554,684.00
Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments	No		$203,616.00	$198,014.00	$218,220.00	$0.00	$0.00	$0.00	$0.00	$619,850.00
LAUSD Living Schoolyards Program Pilot Study	TreePeople	No		$651,958.00	$291,421.00	$0.00	$0.00	$0.00	$0.00	$0.00	$943,379.00
Technical Resource				**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
McCambridge Park Stormwater Capture Multi-Benefit Project	City of Burbank	Yes		$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
South Pasadena Huntington Drive Regional Green Street	City of South Pasadena	Yes		$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY22-23					**$3,710,801.27**	**$6,262,749.11**	**$5,437,468.00**	**$6,822,456.00**	**$3,261,600.00**	**$0.00**	**$25,495,074.38**
Infrastructure Project					**$2,524,000.00**	**$5,283,224.00**	**$5,437,468.00**	**$6,822,456.00**	**$3,261,600.00**	**$0.00**	**$23,328,748.00**
Echo Park Lake Rehabilitation Operation and Maintenance	City of Los Angeles, LA Sanitation and Environment	Yes			$480,000.00	$480,000.00	$480,000.00	$480,000.00	$480,000.00	$0.00	$2,400,000.00
Jackson Elementary School Campus Greening and Stormwater Quality Improvement Project	Amigos de los Rios (ADLR) and Pasadena Unified School District (PUSD)	Yes			$455,200.00	$2,286,148.00	$100,600.00	$100,600.00	$75,600.00	$0.00	$3,018,148.00
Watts Civic Center Serenity Greenway	City of Los Angeles, Council District 15	Yes			$255,000.00	$250,000.00	$1,514,800.00	$649,200.00	$0.00	$0.00	$2,669,000.00
Whitsett Fields Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	Yes			$840,000.00	$1,679,000.00	$1,679,000.00	$1,679,000.00	$2,516,000.00	$0.00	$8,393,000.00

Winery Canyon Channel and Descanso Gardens Stormwater Capture and Reuse Project	**Descanso Gardens Guild, Inc.; City of La Canada Flintridge**	No			$493,800.00	$588,076.00	$1,663,068.00	$3,913,656.00	$190,000.00	$0.00	$6,848,600.00
Scientific Study					**$586,801.27**	**$979,525.11**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,566,326.38**
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	**San Gabriel Valley Council of Governments**	No			$119,589.85	$265,504.86	$0.00	$0.00	$0.00	$0.00	$385,094.71
Community Garden Stormwater Capture Investigation	**Los Angeles Community Garden Council**	No			$189,144.00	$189,142.00	$0.00	$0.00	$0.00	$0.00	$378,286.00
Maximizing Impact of Minimum Control Measures	**San Gabriel Valley Council of Governments**	No			$278,067.42	$524,878.25	$0.00	$0.00	$0.00	$0.00	$802,945.67
Technical Resource					**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
Camino Verde Pocket Park Regional Stormwater Capture Demonstration Project	**City of South Pasadena**	Yes			$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
San Fernando Calles Verdes	**City of San Fernando**	Yes			$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
FY23-24						**$5,682,320.95**	**$7,176,642.67**	**$7,664,368.72**	**$15,469,852.09**	**$12,820,657.71**	**$48,813,842.14**
Infrastructure Project						**$5,580,226.00**	**$6,461,978.00**	**$7,051,799.00**	**$14,803,732.00**	**$12,587,830.00**	**$46,485,565.00**
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	**Claire Robinson, Amigos de los Rios**	Yes				$404,400.00	$1,117,500.00	$123,200.00	$123,200.00	$123,200.00	$1,891,500.00
California Avenue and Adjacent Streets Stormwater Capture Project	**City of Glendale**	Yes				$289,810.00	$2,516,383.00	$54,902.00	$54,902.00	$54,902.00	$2,970,899.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	**Los Angeles County Public Works**	Yes				$325,000.00	$325,000.00	$325,000.00	$325,000.00	$325,000.00	$1,625,000.00
Hollenbeck Park Lake Rehabilitation Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Yes				$482,582.00	$1,658,979.00	$1,687,479.00	$9,247,548.00	$12,084,728.00	$25,161,316.00
Sylmar Channel Project	**City of Los Angeles, Department of Public Works, LA Sanitation and Environment**	Yes				$790,584.00	$688,517.00	$1,654,775.00	$1,871,639.00	$0.00	$5,005,515.00
Brookside Park Stormwater Capture Project	**City of Pasadena**	No				$2,198,612.00	$0.00	$0.00	$0.00	$0.00	$2,198,612.00
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	**City of Los Angeles, Department of Public Works, StreetsLA**	Yes				$1,089,238.00	$155,599.00	$3,206,443.00	$3,181,443.00	$0.00	$7,632,723.00
Scientific Study						**$102,094.95**	**$714,664.67**	**$612,569.72**	**$666,120.09**	**$232,827.71**	**$2,328,277.14**
Regional Pathogen Reduction Study	**Gateway Water Management Authority**	No				$102,094.95	$714,664.67	$612,569.72	$666,120.09	$232,827.71	$2,328,277.14
Grand Total			**$27,315,801.32**	**$45,817,686.21**	**$40,439,865.97**	**$26,133,327.86**	**$43,963,394.67**	**$37,192,440.72**	**$35,743,568.09**	**$23,531,857.71**	**$300,922,400.55**