REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 9, 2021

CAO File No. 0220-05825-0000 to 0220-05825-0005

Council File No. 18-0384
Council District: __

To: The City Council
The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Transmittals from the Bureau of Sanitation dated January 8, 2021 and January 15, 2021 regarding Regional Program Transfer Agreements with the Los Angeles County Flood Control District

Subject: **MEASURE W – SAFE CLEAN WATER PROGRAM – AUTHORITY TO EXECUTE REGIONAL PROGRAM TRANSFER AGREEMENTS FOR ROUND 2 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 Transfer Agreement No. 2020RPULAR06 between the City of Los Angeles and the Los Angeles County Flood Control District for the Lankershim Boulevard Local Area Urban Flow Management Network Project under the Measure W - Safe, Clean Water Regional Program and Addenda through completion of the project (Attachment A);

2. 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 Transfer Agreement No. 2020RPULAR07 between the City of Los Angeles and the Los Angeles County Flood Control District for the Oro Vista Local Area Urban Flow Management Project under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment B);

3. 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 Transfer Agreement No. 2020RPSSMB03 between the City of Los Angeles and the Los Angeles County Flood Control District for the Wilmington Q Street Local Urban Area Flow Management Project under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment C);

4. 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 Transfer Agreement No. 2020RPCSMB04 between the City of Los Angeles and the Los Angeles County Flood Control District for the MacArthur Lake Rehabilitation Project under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment D);

5. 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 Transfer Agreement No. 2020RPULAR03 between the City of Los Angeles and the Los Angeles County Flood Control District for the Echo Park Lake Rehabilitation Project under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment E);

6. 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 Transfer Agreement No. 2020RPSSMB50 between the City of Los Angeles and the Los Angeles County Flood Control District for the Recalculation of Wet Weather Zinc Criterion under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment F);

7. 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 Transfer Agreement No. 2020RPULAR52 between the City of Los Angeles and the Los Angeles County Flood Control District for the Recalculation of Wet Weather Zinc Criterion under the Measure W - Safe, Clean Water Regional Program and necessary Addenda through completion of the project (Attachment G);

8. Authorize the Controller to record in the Measure W – Safe, Clean Water – Regional Projects Special Fund, 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	Amount
TBD	Lankershim Boulevard Local Area Urban Flow Management Network Project	$ 25,696,900
TBD	Oro Vista Local Area Urban Flow Management Project	10,590,600
TBD	Wilmington Q Street Local Urban Area Flow Management Project	4,923,700
TBD	MacArthur Lake Rehabilitation Project	20,043,718
TBD	Echo Park Lake Rehabilitation O&M	400,000
TBD	Recalculation of Wet Weather Zinc Criterion SSMB	57,886
TBD	Recalculation of West Weather Zinc Criterion ULAR	352,831
	TOTAL	$ 62,065,635

9. 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 first Measure W – Safe, Clean Water Program Regional Call for Projects in 2019. The Bureau of Sanitation (BOS), in collaboration with several departments, developed the first set of projects that were submitted to the County on December 15, 2019. The Measure W Administrative Oversight Committee (AOC) approved these projects on August 27, 2020, followed by Mayor and Council approval on October 14, 2020 (C.F. 18-0384). 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 agreements.

This report recommends approval of the Regional Transfer Agreements between BOS on behalf of the City and the Los Angeles County Flood Control District for Round 1 of the County's Call for Projects and any Addenda necessary for completion of the projects (Attachments A-G). BOS reports approved by the Board of Public Works are included for additional details regarding the individual projects (Attachment H).

BACKGROUND

Los Angeles County requires the execution of Transfer Agreements to disburse both Municipal and Regional Measure W funds to recipients. BOS executed the Municipal Transfer Agreement in October 2020 and received the first disbursement of municipal funds in January 2021. BOS must submit executed Transfer Agreements with a detailed scope of work for each approved project 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 October 2020. Subsequent disbursements will be subject to inclusion in the approved annual SIP and the execution of an Addendum to the Transfer Agreement. The term of the Transfer Agreement is one year from execution. Seven projects totaling $62 million were submitted by BOS and approved for inclusion in the SIP, with a disbursement totaling $10.3 million for Fiscal Year 2020-21.

The Department of Water and Power (DWP) also received awards and will handle the execution of its Transfer Agreements and Addenda, as necessary, and required reporting through their Board. DWP submitted three project applications totaling $20.8 million and was awarded disbursements totaling $7.2 million for Fiscal Year 2020-21.

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. SAN and DWP have established internal systems to ensure timely compliance with all requirements.

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 1

The table below identifies the City projects that were approved and included in the adopted County SIP. Recipients will have to apply for each subsequent year of funding needed for project completion. The County has taken steps to account for potential revenue fluctuations in determining the annual amount available for programming that our Office believes is a reasonable approach.

Project	Total Project Cost	FY 2020-21 Disbursement	Anticipated Future Disbursement
Lankershim Boulevard Local Area Urban Flow Management Network Project	$ 25,696,900	$ 5,139,380	$20,557,520
Oro Vista Local Area Urban Flow Management Project	10,590,600	2,118,120	8,472,480
Wilmington Q Street Local Urban Area Flow Management Project	4,923,700	570,000	4,353,700
MacArthur Lake Rehabilitation Project	20,043,718	2,000,000	18,043,718
Echo Park Lake Rehabilitation O&M	400,000	400,000	0
Recalculation of Wet Weather Zinc Criterion SSMB	57,886	14,471	43,415
Recalculation of West Weather Zinc Criterion ULAR	352,831	88,207	264,624
Bureau of Sanitation Sub-Total:	**$ 62,065,635**	**$10,330,178**	**$51,735,457**
Fernangeles Park Storm Water Capture	$8,360,748	$2,926,262	5,434,486
Strathern Park North Stormwater Capture	9,278,606	3,247,512	6,031,094
Valley Village Park Stormwater Capture	3,177,344	1,112,070	2,065,274
DWP Sub-Total:	**$20,816,698**	**$7,285,844**	**$13,530,854**
Total:	**$82,882,333**	**$17,616,022**	**$65,266,311**

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 $10.3 million in the Measure W – Safe, Clean Water – Regional Projects Special Fund representing the first year of project costs in Fiscal Year 2020-2021.

FINANCIAL POLICIES STATEMENT

The recommendations in this report are in compliance with the City's Financial Policies.

RHL:SMB:10210094

Attachments

A – G Transfer Agreements for Regional Projects Round 1
H – Bureau of Sanitation Transmittals

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPULAR06 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Lankershim Boulevard Local Area Urban Flow Management Network 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: City of Los Angeles, Bureau of Sanitation	
Name:	CJ Caluag	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626) 458-4037	Phone:	(213) 485-0587
Email:	CCALUAG@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Lankershim Boulevard Local Area Urban Flow Management Network Project

By: _____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

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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.



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.

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- 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.

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    - 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

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Attachment A

City of Los Angeles Safe Clean Water Program

Lankershim Boulevard Local Area Urban Flow Management Network Project

Regional Scope of Work

FY 2020-21



Table of Contents

A-1. Budget Plan 3

A-2. Consistent with SCW Program Goals 5

A-3. Estimated Reasonable Total Activity Cost 9

A-4. Funded Activity Description and Scope of Work 10

A-5. Operations and Maintenance (O&M) Plan 17

A-6. Post-Construction Monitoring 19

A-7. Sustainability Rating 22

A-8. Stakeholder and Community Outreach/Engagement Plan 23

A-9. Tracking Infrastructure Program Project Benefits 28

A-10. Work Schedule and Completion Date 35

Abbreviations and Acronyms 37

A-1. Budget Plan

The Upper Los Angeles River (ULAR) Watershed Area generates up to $38.6M of anticipated annual Regional Program funds. For Fiscal Year 2020-2021 (FY20-21), the ULAR Watershed Area Steering Committee (WASC) voted to include the Lankershim Boulevard Local Area Urban Flow Management Network Project (Lankershim Boulevard Project or Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). 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 Project is scheduled to be completed by Fiscal Year (FY) 24-25. The total cost for this Project is estimated to be $25,696,900. The amount of SCW Program contribution amount that was approved by the ULAR WASC in the Stormwater Investment Plan (SIP) on May 20, 2020 is shown below (Table 1A).

Table 1A. The SCW Program contribution for the Lankershim Boulevard Project

FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	TOTAL
$5,139,380	**$5,139,380**	**$5,139,380**	**$5,139,380**	**$5,139,380**	**$25,696,900**

The 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. At this time, no additional funding is being provided as a cost share for this Project. The Project's Budget Plan identifies the amount of Safe Clean Water Program (SCWP) Contribution for all phases and tasks included in the project's work schedule. The 5-year Budget Plan for the Lankershim Boulevard Project is shown in Table 1B.

Table 1B. Budget Plan for A-1

Development Phase	SCW Funding per Fiscal Year					
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	TOTAL
Pre- Design	$1,280,000	$250,000				**$1,530,000**
Design		$2,830,000	$2,830,000			**$5,660,000**
Bid and Award			$1,030,000			**$1,030,000**
Construction	$3,859,380	$2,059,380	$419,380	$4,029,380	$4,029,380	**$14,396,900**
Post Construction			$860,000	$860,000	$860,000	**$2,580,000**
Optimization				$250,000	$250,000	**$500,000**
	$5,139,380	**$5,139,380**	**$5,139,380**	**$5,139,380**	**$5,139,380**	**$25,696,900**

A-2. Consistent with SCW Program Goals

The Lankershim Boulevard Project presents an opportunity to positively impact the community surrounding the Project site while also achieving flood mitigation, water quality and water supply objectives of the Safe Clean Water Program (SCWP) goals. The Project, as analyzed in this feasibility study, will implement 52 drywells to capture stormwater flow, plant 315 trees, install 15 center medians and 232 parkway planters. The Project benefits include reducing the flooding effects to the community from storm events by adding a series of catch basins that will ultimately route water to the storm drain system. Many of the catch basins will be designed with drywells incorporated, enabling the Project to maintain the flood control benefit while also capturing 111 AF annually of stormwater and sending that new water supply to the aquifer. By capturing that water, the Project will reduce the amount of zinc and other primary pollutants that would otherwise reach our waterways by 85 percent. The flow of the secondary pollutant, trash, will be reduced by 100 percent, as the Project will incorporate screens to block trash from entering the catch basins and redirect it to chambers for later proper disposal. The Lankershim Boulevard Local Urban Flow Management Project will help meet the objectives of the Safe Clean Water Program. The SCW scoring evaluation, presented in the feasibility study (described below), for this Project outlines how this Project meets the SCW goals.

Water Quality-Cost Effectiveness
Water quality cost-effectiveness was calculated by finding the Project's maximum capacity for a 24-hour period. The Lankershim Boulevard Project will install 52 drywells with the capacity to infiltrate 0.5 cfs of water. If sufficient water is available continuously for 24 hours, the drywells will be able to infiltrate 2,246,400 cubic feet or 51.57 AF. The AF of water captured during this 24-hour period was divided by the capital cost in millions which resulted the project to receive the maximum points (20 points) in this category.

Water Quality Benefits- Wet + Dry Weather

For this category, Project features were entered into the WMMS model, and the modeling results indicated an 80 percent zinc removal (primary pollutant), which is above the 80 percent required for the Project to receive the maximum points (20 points) in this category's primary pollutant portion. The Project will also be designed to block trash from most of the water inlets, except for those that lead to a drywell system's primary chamber. The primary chamber is designed to collect and prevent trash from flowing downstream and to isolate it from the water being infiltrated. Trash collected in this chamber will be vacuumed out as part of routine maintenance and disposed of properly. The modeling showed that the Project's elements will capture and infiltrate a total of 111 AF of runoff, 80 percent of 138 AF per year. Assuming trash is distributed uniformly across the drainage area (because land uses are generally evenly distributed), 100 percent of trash will ultimately be directed to a primary chamber for collection.

This result is greater than the 80 percent required for the Project to receive maximum points. Thus, for the secondary pollutant portion of this category, the score is 10 points. The overall score for this category is 30 points.

Water Supply Benefits

During storm events, the Project area experiences localized flooding. Utilizing existing flood control designs to address the flooding, this feasibility study evaluated the option of combining flood control features with stormwater capture elements for infiltration providing a water supply benefit.

The Project is expected to capture and infiltrate 111 acre-feet (AF) of stormwater per year, removing this volume from the street. More specifically, it will integrate a total of 52 drywells (16 DDSs and 20 SDSs) with the storm drain system. These systems will capture the stormwater flow by first directing it to the drywells for infiltration and then directing the excess to the storm drain once the flow reaches the maximum amount that each drywell can absorb (0.5 cubic feet per second (cfs). Furthermore, 57 standalone catch basins will also siphon water off the street during rain events and direct it to the storm drain. The aquifer underlying the Project, the San Fernando Basin, has "clear mechanisms that would allow recovery of additional stormwater capture" according to LADWP's 2015 Stormwater Capture Master Plan. In other words, the water that is added to this aquifer is potentially available for use as water supply after later extraction and additional treatment. The water to be captured by the Project is runoff from the street, and 100 percent of the capture will be directed to the aquifer. The overall score for this project category is 2 points.

Community Investment

The State of California considers most of the Project area corridor a "disadvantaged community" (DAC). This area will benefit from this Project through reduced instances of flooding and beautification of the corridor. Additional benefits to the community will be improved sidewalks, reduction in the heat-island effect, additional shade from trees and air-quality improvements. The Project features visible to the public will be the trees, medians, and a series of parkway planters. This vegetation will visually enhance this portion of Lankershim Boulevard, which currently lacks green features. These features, once planted, will enhance the area for passive recreation such as walking, running, and biking, and improve the overall experience for community members. The overall score for this project category is 5 points.

Nature Based Solutions

The Lankershim Boulevard Project will implement planted median and parkway planters that slow stormwater and allow it to infiltrate the groundwater table. In addition, newly implemented drywell systems will capture, slow and infiltrate significant volumes of water. The Lankershim Boulevard Project will plant over 300 trees and create parkway planters and vegetated medians. At least 60 percent of the vegetation will be native to California. The vegetation, with a focus on California natives, will all be drought tolerant and appropriate to the area. Furthermore, it will reduce the heat-island effect in the area, provide habitats for nesting birds and other species, and improve air quality by reducing local levels of carbon dioxide and other air pollutants. The overall project score for this category is 10 points.

Leveraging Funds and Community Support

The Project proponent has held initial discussions with stakeholders such as the relevant Council District offices and community groups. The Project is well supported by the community. The Project proponent has held initial discussions with stakeholders such as the relevant Council District offices and community groups. Additionally, extensive public outreach was conducted for a similar project to the south with positive results. In the future, Los Angeles Sanitation and Environment (LASAN) will pursue cost sharing opportunities with other departments such as the Department of Water and Power (DWP), but receiving these funds is not guaranteed.

Quantitative Target and Corresponding Metrics

For the community, this Project represents a once-in-a-generation opportunity to combine environmental benefits (water quality/water supply) with flood mitigation and community enhancement through the green infrastructure. The SCW scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 67 points. Table 2 below shows the quantitative targets and corresponding metrics information for this water quality Project.

Table 2. Quantitative Targets and Metrics

SYSTEM TARGETS AND METRICS					
Project Phase/ Quantitative Target	**Corresponding Metrics (Activity Completion)**				
	FY 20-21	**FY 21-22**	**FY 22-23**	**FY 23-24**	**FY 24-25**
Project Management	20%	20%	20%	20%	20%
Baseline Monitoring	50%	50%			
Pre-Design	100%				
Design		30%	70%		
Bid and Award			100%		
Construction			70%	20%	10%
Post Construction			70%	20%	10%
Optimization				85%	15%

A-3. Estimated Reasonable Total Activity Cost

The detailed estimate for all phases and tasks are included in the work schedule for the Lankershim Boulevard Project and are summarized in Table 3 below.

Table 3. Detailed Estimate for A-3

ACTIVITY COST FOR ALL PHASES	
Tasks	**Cost**
Pre- Design	$1,530,000
Design	$5,660,000
Bid and Award	$1,030,000
Construction	$14,396,900
Post Construction	$2,580,000
Optimization	$500,000
Total Project Cost	**$25,696,900**

A-4. Funded Activity Description and Scope of Work

The Lankershim Boulevard Local Area Urban Flow Management Network Project (Lankershim Boulevard Project or Project) aims to improve the City of Los Angeles' (City's) water quality by capturing and infiltrating stormwater while also providing flood mitigation and community enhancement through greening of the Project area. The Project will implement a mix of catch basins and drywells that overflow into a central stormwater discharge pipe and connect to the LA County Flood Control District's storm drain system. In addition, the Project will add landscaping to the community to offer greening benefits. To address flooding in the area, the Project will update existing designs to capture stormwater in the catch basins and divert flows for infiltration through a series of drywells. When the drywell system reaches capacity, excess flows will be directed to the storm drain. This new design is expected to capture and infiltrate up to 111 AF of stormwater per year.

The Lankershim Boulevard Project is located on Lankershim Boulevard between Tuxford and Sherman Way in the City's San Fernando Valley, North Hollywood. The State of California considers most of this corridor a DAC. Land use directly along Lankershim Boulevard is primarily commercial, except for some large apartment complexes toward the southern portion of the Project area. One block back from Lankershim, the land use transitions to single-family development as shown on Figure 1.

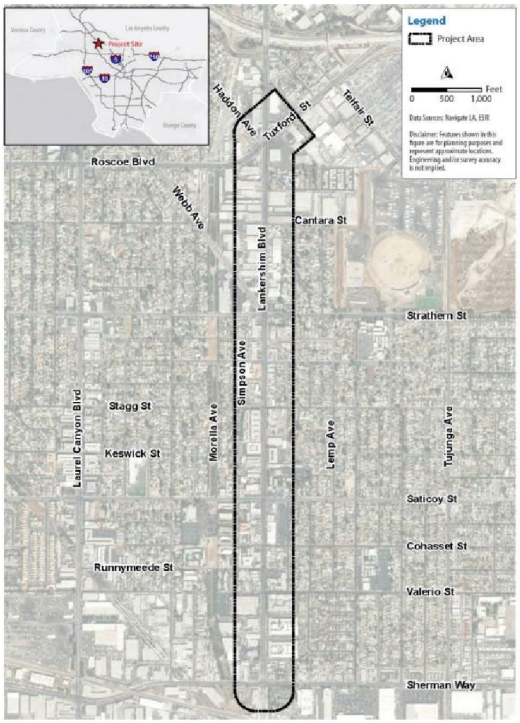


Figure 1. Lankershim Boulevard Project Overview

The area is located within the ULAR Watershed in the community of Sun Valley, Council District 6 extending into Council District 2. While Project features will focus on Lankershim Boulevard (street and parkway), their effects will extend two to three blocks on either side of the street. Table 4A provides the breakdown by land use area for the Project area.

Table 4A. Land Use Information for the Lankershim Boulevard Project Area

Land Use	Area (acres)	Percent of Area
Single-Family Residential	37.3	18%
Multi-Family Residential	36.8	17%
Commercial	27.9	13%
Institutional	2.9	1%
Industrial	50.4	24%
Transportation	3.8	2%
Secondary Roads	50.0	23%
Agriculture	4.4	2%
Total	**213.5**	**100.0%**

Because the area is a DAC, public works projects can often generate concerns about gentrification, displacement and other changes to the fabric of the community. This Project will benefit the community through reduced instances of flooding and beautification of the corridor. Additional benefits to the community will be improved sidewalks in the areas where the Project features will be placed as well as community benefits, such as a reduction in the heat-island effect, additional shade from trees, and air quality improvements. The Project, as designed, will not displace any residents or businesses directly.

Relevant EWMP, TMDLs, and Compliance Metrics

The Lankershim Boulevard Project is located in an area that falls under ULAR Watershed Enhanced Watershed Management Program (EWMP), which defines certain priorities for watershed management, including total maximum daily loads (TMDLs), control measures to improve water quality, and overall implementation strategies. Table 4 shows the applicable TMDLs for the Project area.

Table 4B. Applicable TMDLs

TMDL	LA RWQCB Resolution Number	Effective Date and/or EPA Approval Date
LA River Nitrogen Compounds and Related Effects	2012-010	08/07/2014
LA River Trash	2007-012	09/23/2008
LA River Metals TMDL	2010-003	11/03/2011
LA River Bacteria TMDL	2010-007	03/23/2012
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	2011-008	03/23/2012

This Project incorporates design principles defined in the EWMP for green streets. The Project would reduce trash and metals flowing to the Los Angeles River (LA River), since the drywell systems will be designed to capture solid materials in the stormwater and prevent them from flowing downstream. The Project will also add significant green space to the Project area, which will help capture additional water and reduce bacteria and metals flowing to the LA River.

Project Site and Footprint

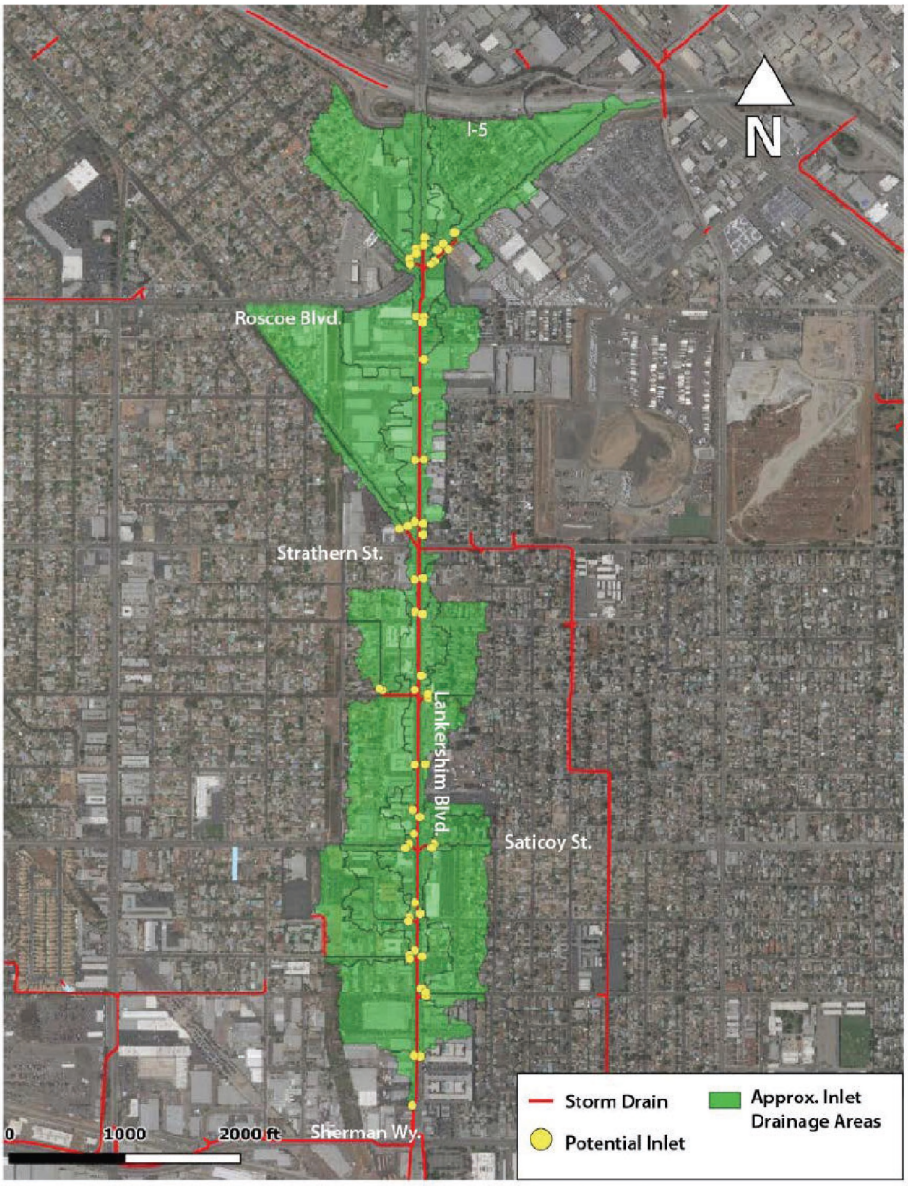
The Lankershim Boulevard Project is located along a 1.5-mile stretch, beginning at Tuxford Avenue on the north end and terminating at Sherman Way on the south end. The Project will be contained within the street and parkway's footprint for features both underground and on the surface. Upon completion, this corridor will benefit not only from flood mitigation and stormwater capture, but also the overall community greening.

Capture Area Details

The Lankershim Boulevard Project is expected to capture drainage from a 300-acre area. Figure 2 shows our current understanding of the Project's drainage area, noting two major drainage zones: the first ending approximately at Strathern Street, and the second continuing from Strathern Street south to Sherman Way. At various points along the Project corridor, citizens have complained about localized floods, reports that correlate with the drainage zones.

Land uses within the drainage area are mostly commercial and located directly along Lankershim Boulevard, with some larger multi-family apartment complexes positioned near Sherman Way and Stagg Street. Further east and west of Lankershim Boulevard, the land use transitions to mostly small-lot, single-family homes. An LADWP powerline right-of-way is located

approximately 750 feet to the west of Lankershim Boulevard, and a large soccer complex is located approximately 0.5 miles to the east of Lankershim Boulevard. Given land uses in the Project area, stormwater runoff is expected to be contaminated with a mix of typical city pollutants, e.g., sediments, trash, metals, oil, and grease.



Drainage areas based on coarse desktop analysis. No field verification performed.

Figure 2. Lankershim Boulevard Project Drainage Area

The existing design plans identified a total of 57 catch basin locations. The updated design includes drywells at many but not all of the catch basins. To determine the most effective place to install the drywells, the capture area of each catch basin location was estimated using the following datasets:

- High-resolution (5-feet) Digital Elevation Model (DEM) provided by LASAN.
- Proposed catch basin locations from the existing design plans.
- Existing catch basin locations from NavigateLA and LA County Department of Public Works (LACDPW).
- Curb and gutter flow lines from NavigateLA.

Initial capture area delineations were performed using the Hydrology toolset from ArcGIS Spatial Analyst. These tools use elevation data from the DEM to determine areas that drain to specified points. In this case, the specified points are the locations of existing and proposed catch basins.

While this approximates the capture area of each catch basin location, the resolution available in the DEM does not always represent minor changes in elevation that affect flow path to the individual catch basins (e.g., street crown or curb height). Thus, to ensure that the estimations represent the true hydrology, the capture areas were also validated against street flow lines from NavigateLA, and areas inconsistent with street flow lines were manually modified.

Once the final capture areas were delineated for the catch basins, runoff volumes and peak flows were estimated for the following three events:

- A 0.25-inch, 24-hour storm (dry weather design storm).
- A critical bacteria storm (defined by the EWMPs).
- An 85th percentile, 24-hour storm (water quality design storm).

Volume and peak flow estimates were generated using the Watershed Management Modeling System (WMMS) from the LA County Flood Control District. Hydrologic response units (HRUs) from WMMS, which represent land-use impervious cover-soil combinations, were intersected with the estimated capture areas. Areas with similar spatial or geological characteristics (e.g., soil group, slope, land cover and use, and imperviousness) made up an HRU category, while the combination of HRUs in a given capture area determined the runoff characteristics.

The HRUs for each capture area and the precipitation time series for the three design storms were used in the WMMS's modeling system, Loading Simulation Program in C++ (LSPC), to estimate runoff volumes and peak flows. Placement and sizing of the dry wells' design components were influenced by the runoff volume and peak flows of the 85th percentile, 24-hour design storm.

The 85th percentile, 24-hour storm, which equates to a precipitation depth of 1.1 inches at this Project site, resulted in a total runoff volume of 15.6 AF from the capture area. The catch basin with the largest capture area resulted in an 85th percentile, 24-hour runoff volume of 1.45 AF and a peak flow of 2.3 cfs.

Site Conditions and Constraints

The Project area is highly urbanized with a mix of commercial and residential land uses. Design constraints include the multitude of public and private utilities in the parkway and street as well as inconsistent right of-way and parcel boundaries along the street. Furthermore, heavy traffic along Lankershim Boulevard, especially during morning and afternoon rush hour, will pose logistical challenges during construction. Information on these public and private utilities was found through NavigateLA and the existing design plans. However, these sources may have outdated utility information. As a result, a full utility investigation is highly recommended during the design phase. The following utilities may require to be relocated under this Project include, but are not limited to:

- AT&T communication lines
- Overhead powerlines
- Gas
- Water
- Street light conduit
- Traffic signal conduit
- UTV conduit

The Project should coordinate closely with these agencies to relocate their utilities in a timely manner. For instance, during this Project, underground AT&T communication lines will need to be relocated. This task will require planning and coordination, which could take a year or more prior to construction. The overhead powerlines are another notable utility and are present at 40 of the 57 catch basins locations. Thus, the Project should be designed to avoid relocating these during construction. Having said that, a conventional drill rig used for the drywell borings requires approximately 50 feet to 60 feet of clearance from the top of the sidewalk to the overhead powerlines. Since most drywell locations have overhead powerlines, use of an excavator is recommended where feasible. An excavator can achieve a maximum depth of 22 feet and requires a clearance of approximately 25 feet from the top of the sidewalk to the overhead powerlines. This may minimize the extent of relocation of the overhead power line. Field verification of these clearances will be required prior to design and construction. To evaluate infiltration performance, a percolation test should be performed at shallow depths. Based on currently available information, groundwater is thought to be unconfined and at a depth of over 100 feet, but this should be confirmed during Project design.

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

The operations and maintenance (O&M) costs were developed on the basis that the City would maintain various components of the system throughout the 50-year life cycle. The drywell systems are anticipated to require maintenance anywhere from twice a year to once every two years depending on sediment/debris loading at each location. The catch basins and diversion structures will require routine maintenance to remove sediment/debris. For the O&M costs, it was assumed that the drywells have a life span of approximately 25 years and will have to be replaced once during the 50-year life cycle.

O&M will include activities such as clearing material from the inlet trash screens, vacuuming accumulated material out of primary chambers, and routinely maintaining the trees and plants. Stormwater will initially enter the primary chamber, a 4-foot diameter, 12-feet deep cylinder that will hold the water for a short time so debris and trash can settle. This cylinder will contain a "pillow" designed to capture and remove oils and grease. The bottom of the primary chamber will also contain a geotextile fabric that blocks sediments from passing through. For operation and maintenance (O&M) activities the primary chamber will be accessible through an open-bottom precast-concrete manhole with various weep holes on the exterior surface. While the open bottom and weep holes allow for some infiltration, these features are primarily meant to address vector concerns. Older drywell designs had closed-bottom chambers that prevented drainage in the primary chamber and led to vector issues. Drywell designs in the recent years have evolved to adequately address vector issues by allowing all of the water volume within these chambers to be infiltrated through the sides and bottom of the chambers. Replacement of the geotextile fabric at the bottom of the primary chambers during O&M helps keep the subbase permeable, which ultimately prevents a stagnant water condition.

The drywell systems are anticipated to require maintenance anywhere from twice a year to once every two years depending on sediment/debris loading at each location. The catch basins and diversion structures will require routine maintenance to remove sediment/debris. For the O&M costs, it was assumed that the drywells have a life span of approximately 25 years and will have to be replaced once during the 50-year life cycle. Table 5 describes the yearly O&M activities for the project upon completion.

Table 5. The Yearly O&M activities

Task				
Type	**Area**	**Task**	**Frequency**	**Times/year**
Basic	Vegetated median	General Health and Safety Check	Twice yearly	2
Basic	Vegetated median	Document existing conditions	Twice yearly	2
Basic	Vegetated median	Trash removal	Twice yearly	2
Basic	Vegetated median	Weed and vegetation removal and disposal	Twice yearly	2
Basic	Vegetated median	Document maintenance performed	Twice yearly	2
Basic	Parkway Planter	General Health and Safety Check	Twice yearly	2
Basic	Parkway Planter	Document existing conditions	Twice yearly	2
Basic	Parkway Planter	Trash removal	Twice yearly	2
Basic	Parkway Planter	Weed and vegetation removal and disposal	Twice yearly	2
Basic	Parkway Planter	Document maintenance performed	Twice yearly	2
Basic	Catch Basin	General Health and Safety Check	Twice yearly	2
Basic	Catch Basin	Document existing conditions	Twice yearly	2
Basic	Catch Basin	Trash removal	Twice yearly	2
Basic	Catch Basin	Document maintenance performed	Twice yearly	2
Basic	Drywells	General Health and Safety Check	Twice yearly	2
Basic	Drywells	Document existing conditions	Twice yearly	2
Basic	Drywells	Trash removal	Twice yearly	2
Basic	Drywells	Weed and vegetation removal and disposal	Twice yearly	2
Basic	Drywells	Document maintenance performed	Twice yearly	2
Basic	Drywells	Sediment removal	Twice yearly	2
Annual	Drywells	Post-storm monitoring	Yearly	1
Annual	Drywells	Re-establish negative slope	Yearly	1
As needed	Drywells	Remove and replace geotextile fabric	Yearly	1

A-6. Post-Construction Monitoring

The initial Post-Construction Monitoring Plan was submitted last year as part of the Feasibility Study Report for the Round 1 Call for Projects in December 2019. Any revisions to the Post Construction Monitoring Plan will be provided to the District upon completion of the Design phase.

Monitoring Objectives

The primary goal of this monitoring plan is to measure the effectiveness of the Project once completed, including metrics specific to the identified benefits. Runoff flow volume and pollutant concentrations will be assessed as they change throughout the Project timeline. Pre-construction (baseline) monitoring will focus on characterizing the existing flow and pollutant loads leaving the Project drainage area and flowing into the Upper Los Angeles River watershed. Post-Construction and Long-term O&M monitoring will determine the efficacy of stormwater capture and treatment through the Project's network of biofiltration and infiltration well BMPs. On a broader scale, monitoring will be used to demonstrate how the Project can reduce effective impervious area in the sub-watershed area and to identify any contaminants that may require special consideration. This monitoring program will be adapted as necessary to fulfill the scope of work requirements of the funding source for this water quality improvement project, the Safe Clean Water (SCW) Program.

Study Questions

This monitoring program will examine the following study questions:

Pre-Construction (Baseline) Monitoring

1. What are the existing pollutant loads and water quality conditions in runoff exiting the Project drainage area during dry and wet weather?

Post-Construction and Long-term O&M Monitoring

1. What is the reduction in flow exiting the Project drainage area as a result of stormwater capture and infiltration? How much of the flow is being managed by the Project?
2. Do the infiltration galleries function as designed in regard to capture capacity and infiltration rates in relation to the quantity and intensity of the rainfall?
3. Is there a potential for contamination of underlying soils in this location as a result of stormwater infiltration?

The data gathered from this monitoring program will help provide a basis for future implementation of similar types of BMPs that utilize infiltration systems. Furthermore, the information obtained from this study will demonstrate how this BMP project performs under varying conditions, which may assist in the design of similar projects in the future, as well as optimize the performance and operation and maintenance of this particular system at Lankershim Boulevard.

Data Quality Objectives

This monitoring plan will ensure high-quality data, evaluated by its comparability, representativeness, and completeness.

Comparability of the data is defined as the similarity of data generated by different monitoring programs. For this monitoring plan, this objective will be ensured by standardization of procedures for field measurements, sample collection, sample preparation, laboratory analysis, and site selection; adherence to quality assurance protocols and holding times; and reporting in standard units.

Representativeness is defined as the degree to which the environmental data generated by the monitoring program accurately and precisely represent actual environmental conditions. Data accuracy is the closeness of data to the true environmental value, whereas data precision is the closeness of two or more measurements to each other. Representativeness will be ensured by the methodical selection of characteristic sampling locations, methods, and parameters; calibration of measurement instruments; and validation of data using quality control samples. Quality control samples include field blanks to verify data accuracy and field duplicates to verify data precision.

Data completeness is a measure of the amount of successfully collected and validated data relative to the amount of data planned to be collected for the project. A project objective for percent completeness is based on the percentage of the data needed for the program or study to reach valid conclusions.

Quality assurance and quality control, including standard methods and procedures as well as data management and validation, will follow standards set by the Watershed Protection Program Quality Assurance Project Plan (WPPQAPP).

Data Management and Reporting

Monitoring Reports that summarize the findings of this monitoring program will be prepared by Watershed Protection according to the requirements of the Safe Clean Water Program and/or by request of the Project Manager. The California Environmental Data Exchange Network (CEDEN) data submission guidelines will be used as the base reporting format to maintain consistency with the State Water Resources Control Board database. The corresponding reports will also include basic elements such as an overview of monitoring activities, a thorough assessment of all data collected, including tables summarizing sampling events, comparisons to applicable standards, and graphs depicting spatial and temporal patterns among constituents and a summary of the results, and conclusions based on the salient findings. The format of these reports may vary according to the requirements they are meeting, or the information they are

conveying. An adaptive approach to monitoring reports or summaries will be taken as the requirements of the Safe Clean Water program are finalized.

Adaptive Management

An adaptive approach to monitoring will be implemented 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, post-construction data, and/or data that may be needed to determine maintenance protocols and schedules. A complete Post Construction Monitoring Plan will be submitted to the District once the Design for the Project is completed.

A-7. Sustainability Rating

The commitment of the City of Los Angeles to use Envision draws attention to the importance and value of developing infrastructure more sustainably. 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 of Los Angeles recognizes the important role that community outreach and community engagement play in the County of Los Angeles' Safe Clean Water Program and the regional infrastructure projects funded by this program.

The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts.

Before engaging with the community at large, the Project team will meet with key elected officials 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 that will provide water quality improvements through stormwater infiltration, flood mitigation and community enhancements. Key Project benefits will 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 52 dry wells that have the capacity to capture 111 acre feet of water/year, 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 Enhancements** - The addition of 232 parkway planters, 15 vegetated medians and 315 street trees with a focus on California natives in new medians as well as improved sidewalk areas will create a more aesthetically pleasing environment and a more walkable neighborhood, reduce the heat island effect, improve air quality and create habitat for wildlife.

The State of California considers most of the Project area corridor a disadvantaged community (DAC). This area will benefit from the Project through the reduction of flooding events and the beautification of this corridor located in the San Fernando Valley.

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

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

- **Sidewalk Project Elements** - Adjacent property owners and business owners may have questions about who will be responsible for maintaining the biofiltration and green infrastructure sites on the sidewalk. They could also raise liability issues and concerns about the new infrastructure.

- **Construction Impacts** - Constructing the project elements, especially the trench needed to install a large pipe within the roadway will impact local traffic, especially during morning and afternoon rush hour as well as access to businesses and apartment communities on Lankershim Boulevard and its adjacent streets. These logistical challenges will need to be addressed with the businesses and the community during construction.

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

- **Displacement** - While the Project does not envision the removal of any existing structures (commercial or residential), there is a sizable homeless population (e.g. tents, RVs and directly on the street) in the area. These residents will be displaced in order to implement the Project. The outreach strategy will engage appropriate City of LA 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.

- **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 community surrounding the Project area is considered Disadvantaged or Severely Disadvantaged 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 a forum to positively channel their concerns. There is likely to be a high number of renters in the community impacted

by the Project. Residents who rent tend to be more negatively affected by gentrification through higher rents, rather than property owners who may benefit from increased property values. Both of these viewpoints will be taken into consideration.

Project Onset

The City of Los Angeles has already conducted initial discussions with Project stakeholders including Council District 6 and Council District 2 and community groups. Additionally, public outreach was conducted for a project on South Lankershim Boulevard so lessons learned from that outreach effort will be used on efforts related to this Project. 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.

LA Sanitation will consult with the LA Bureau of Street Services, LA Bureau of Street Lighting, LA Bureau of Engineering, Department of Transportation, and LA Department of Water and Power 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 Nury Martinez's office (Council District 6) and Councilman Paul Krekorian's office (Council District 2) 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:
    - Sun Valley Neighborhood Council
    - North Hollywood Neighborhood Council
    - Local businesses located on Lankershim Boulevard
    - Property management associations in the area
    - Additional NGOs and CBOs as identified by Los Angeles City Council Districts 6 and 2
    - Los Angeles Homeless Services Authority
- Identify effective community outreach and engagement methods
- Receive input on median placement concerns and other potential project concerns and issues
- Coordinate meetings/discussions between key members of the Sun Valley Neighborhood Council and North Hollywood Neighborhood Council and the Project team to schedule presentations during the neighborhood councils' regularly scheduled meetings
- Identify City of LA staff who will serve as point(s) of contact for the Project

No business improvement districts exist in the Project area. While other business organizations exist in the San Fernando Valley (e.g. the Greater San Fernando Valley Chamber of Commerce, the Valley Economic Alliance and the Valley Industry Commerce Association), the local businesses on Lankershim Boulevard do not seem to be active in such organizations. Because of this, the Project team will explore directly engaging local businesses, property owners and property management associations.

A number of businesses along Lankershim Boulevard have Spanish signage so bilingual (English/Spanish) outreach will be necessary to effectively communicate the Project's scope, benefits and impacts to Spanish-speaking business owners and residents.

The Project team will extend a courtesy briefing invitation to Los Angeles Mayor Eric Garcetti, Los Angeles County Supervisor Kathryn Barger, potentially interested non-profit environmental organizations and non-governmental organizations focused on community beautification and improvement.

Project Design and Construction

Based upon LA Sanitation best practices and input from Council District 6, Council District 2 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
- 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 Safe Clean Water Program, LA Sanitation will develop community outreach activities to occur biennially to remind residents of the Safe Clean Water Program contribution to the Project.

Note: The City of Los Angeles will adhere to the County of Los Angeles' Department of Public Health's COVID-19 guidelines on events, community meetings and gatherings in relationship to the community outreach and engagement components for this 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

The Lankershim Boulevard Local Area Urban Flow Management Network project, located in the Upper Los Angeles River Watershed, will implement features that will provide water quality improvements through stormwater infiltration, flood mitigation and community enhancement. These project elements consist of:

- dry wells for stormwater infiltration
- catch basins, and stormdrain system for flood mitigation
- parkway planters, vegetated medians and street trees for community enhancement

Best Management Practices (BMPs) Design Elements

Catch Basin – Drywell System

From the street, water will first flow into a catch basin outfitted with a diversion structure that directs water to an attached drywell system. This system would be designed to capture and infiltrate up to 0.5 cfs of water for an SDS or 1.0 cfs for a DDS. The decision to have one or two infiltration drywells was made based on the WMMS model and space availability. Stormwater will initially enter the primary chamber, a 4-foot diameter, 12-feet deep cylinder that will hold the water for a short time so debris and trash can settle. This cylinder will contain a "pillow" designed to capture and remove oils and grease. The bottom of the primary chamber will also contain a geotextile fabric that blocks sediments from passing through.

Once the primary chamber fills up, water will flow through a slotted intake screen and a flow regulator that will prevent most sediments from entering the infiltration drywell(s). The primary chamber and infiltration drywells will connect via a 6-inch diameter PVC pipe. The infiltration drywell(s) will be a 4-foot diameter, 12-feet deep cylinder designed with an infiltration pipe drilled approximately 50-feet deep to allow water to seep into the underground aquifer. As water enters and fills the infiltration drywell(s), flow will move into the infiltration pipe near the top of the well and pass through another filter to remove contaminants that may have entered through the interconnecting pipe. Like the primary chamber, the bottom of the infiltration drywell(s) will be lined with a geotextile fabric that allows for infiltration and filters out sediment and debris that may have passed through the system. In case the diversion structure and catch basin become clogged or overwhelmed, water will continue to flow toward the primary chamber. The primary chamber will be equipped with an inlet, minus the trash screen, though it will have one or two 3/4-inch diameter steel bars to prevent unauthorized access. This will allow water to continue to be captured by the Project, and any debris that collects in the primary chamber will be removed during routine maintenance. Figure 3 shows the configuration of this drywell system.

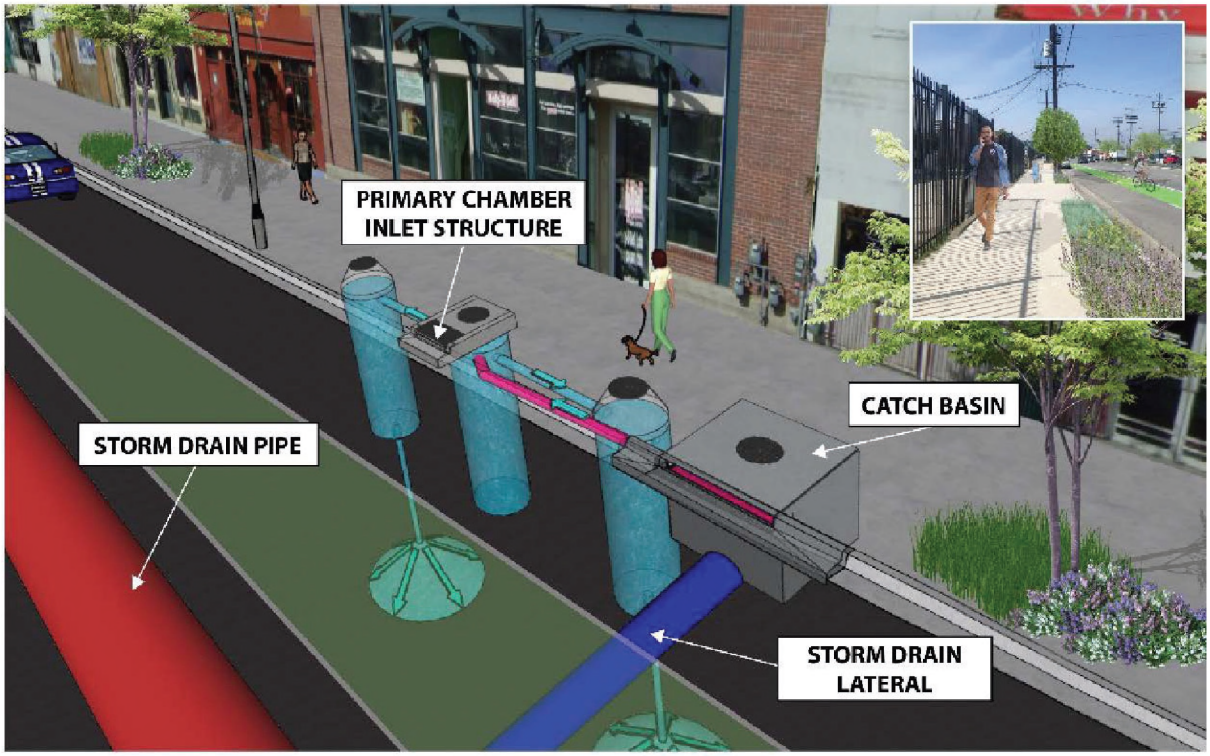


Figure 3. Drywell System and Storm Drain Integration

The Project configuration consists of 16 DDS and 20 SDS within the Project area. These systems were placed in series according to their respective drainage areas so that, if one drywell system gets overwhelmed, water will continue its trajectory downstream through the street gutter and be captured by the next drywell system. During a significant storm event that exceeds the capacity of a drywell systems, water will overflow into the adjacent catch basins to the storm drain for discharge. Once constructed, only the drywell systems' inlets and manhole covers will be visible. **Figure 3** shows the drywell system as it will look like following construction.

Stormwater Discharge System

During an especially heavy wet weather event, water that cannot be infiltrated into the drywell systems will overflow into the catch basins and travel through a lateral connection pipe to a central 72- to 78-inch stormwater discharge pipe that will connects to the LA County storm drain system near Lankershim Boulevard and Sherman Way. Catch basins not connected to a drywell system will have a weir plate that diverts flow to a down gradient drywell systems. If the flowline reaches the elevation of the top of the weir plate, water will overflow into the catch basin and then the storm drain. These weir plates are expected to cover approximately 50 to 75 percent of the catch basin openings. Their exact elevations will need to be customized according to variable curb heights, size of drainage areas, and other specific hydraulic modeling factors. The drywell system will be integrated with the storm drain as shown on **Figure 3**.

Landscape Plan

The Lankershim Boulevard Project incorporates permeable planting areas that will not only reduce the flow of stormwater and mitigate flooding, but also contribute to urban greening, reduce the heat-island effect, and improve air quality. Nature-based solutions were utilized to the maximum extent possible as described below. The Project will have a positive greening impact to the community: first, the selected plants can slow the velocity of stormwater and filter out pollutants. Second, the greening elements will provide habitats for pollinators, shade to reduce the heat-island effect, and air-quality benefits. The additional landscaping is expected to reduce the overall impermeable area by about 3 percent as shown in Table 9A.

Table 9A. Project Reduction of Impermeable Area

Description	Quantity	Unit
Total Project Area	744,881	square feet
Median Landscape Area	10,000	square feet
Parkway Landscape Area	9,280	square feet
Net Paved Area	725,601	square feet
Impermeable Area Removed	3	percent

The proposed planting areas will reflect the local ecology and provide important benefits to residents, wildlife, and the environment. These areas will showcase a variety of plant materials that represent a range of native and adapted plants in the California landscape and reflect seasonal fluctuations that occur in the surrounding hillsides. Furthermore, they will provide habitats for pollinators and require little water use. In addition, groundcovers of inert materials will encourage percolation and reduce the need for plant materials to fully occupy the planting areas. Inert groundcovers located at the lower points of each planter will act as dry streams for transient ponding.

Urban Greening Elements

Two styles of urban greening elements will be considered: sidewalk parkway planters and median planters. Sidewalk parkway planters introduce mini gardens to the pedestrian streetscape, and street trees planted within them provide much-needed shade along the boulevard. Primary pollutants washed into these planters during the ″first flush″ of a rain event will infiltrate into the engineered soil media, reducing pollutant flow to drywells and improving the water quality for the ULAR Watershed area.

Median planters comprised of engineered soil media encourage fast draining to reduce flooding. Trees will punctuate the medians where feasible. These aesthetically pleasing and

environmentally friendly parkway and median planters, as mentioned earlier, offer many benefits beyond flood management. Figure 4 is a rendering of Lankershim Boulevard after Project implementation.



Figure 4. Lankershim Boulevard After Project Implementation

Expected Performance and Effectiveness for Design Event and Water Balance Across Project Inlets and Outlets

The Lankershim Boulevard Project's expected performance was evaluated using the LA County SCW Project Scoring Criteria, which are metrics for the water quality and water supply benefits. Scoring is dependent on two performance metrics: 1) the annualized stormwater volume capture and 2) the percent reduction in pollutants (zinc is the primary pollutant in this analysis because it's a limiting pollutant from the applicable EWMP). The annualized volume capture was averaged over a 20-year simulation period, per the SCW Scoring Criteria, using precipitation from water years 1999 through 2018. The percent pollutant reduction was averaged over a 10-year simulation period using precipitation from water years 2009 through 2018.

WMMS's LSPC and System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) components were used to model system performance. Specifically, LSPC obtained the land use runoff time series for both runoff and zinc, while SUSTAIN evaluated the performance of the dry wells.

Drywell units were modeled to represent the storage provided by a 4-foot diameter, 12-foot deep chamber with constant 0.5 cfs drawdown. Locations with SDS and DDS were modeled with one and two units, respectively. Once the units are filled to capacity, excess runoff is routed to the next downstream catch basin location.

Catch basins without a dry well system were modeled to bypass 75 percent of the catch basins' capacity, which was determined from the existing design plans. This assumption simulates how

weir plates installed at catch basins without a dry well system will bypass flow to downstream drywells.

According to the model, the annual average inflow volume to the system was 138 AF per year over the 20-year simulation period. The annual average zinc load to the system was 102 pounds (lbs) per year over the 10-year simulation period. However, with drywells installed, the system can capture and infiltrate 111 AF per year (80 percent volume capture) and remove 99 lbs of zinc per year (85 percent zinc removal). Table 9B summarizes system performance.

Table 9B. System Performance for Stormwater and Pollutant Capture

Metric	Inflow	Outflow	Treated	Performance
Runoff Volume (AF/year) 20-year simulation (WY 1998 – 2018)	138	27	111	80%
Zinc (lbs/year) 20-year simulation (WY 1999 – 2018)	102	17	99	85%

Note:
Bold values are inputs for SCW scoring, based on a 10-year simulation with WMMS for the water quality metric and a 20-year simulation with WMMS for the water supply metric.

Water Supply vs Potable Water Offset

Based on the modeling, 111 AF of water will be captured by the Project and infiltrated into the ground. The aquifer underlying the Project, the San Fernando Basin, has "clear mechanisms that would allow recovery of additional stormwater capture" according to LADWP's 2015 Stormwater Capture Master Plan. In other words, the water that is added to this aquifer is potentially available for use as water supply after later extraction and additional treatment. The water to be captured by the Project is runoff from the street, and 100 percent of the capture will be directed to the aquifer. The captured water will not be used for irrigation of any Project features. Additionally, the Project features will not have irrigation installed so they will not generate an additional demand for potable water. Consequently, while the Project is not offsetting any potable demand, it is adding 111 AF annually to the water supply. Figure 5 includes the Project elements for the Lankershim Boulevard Project.

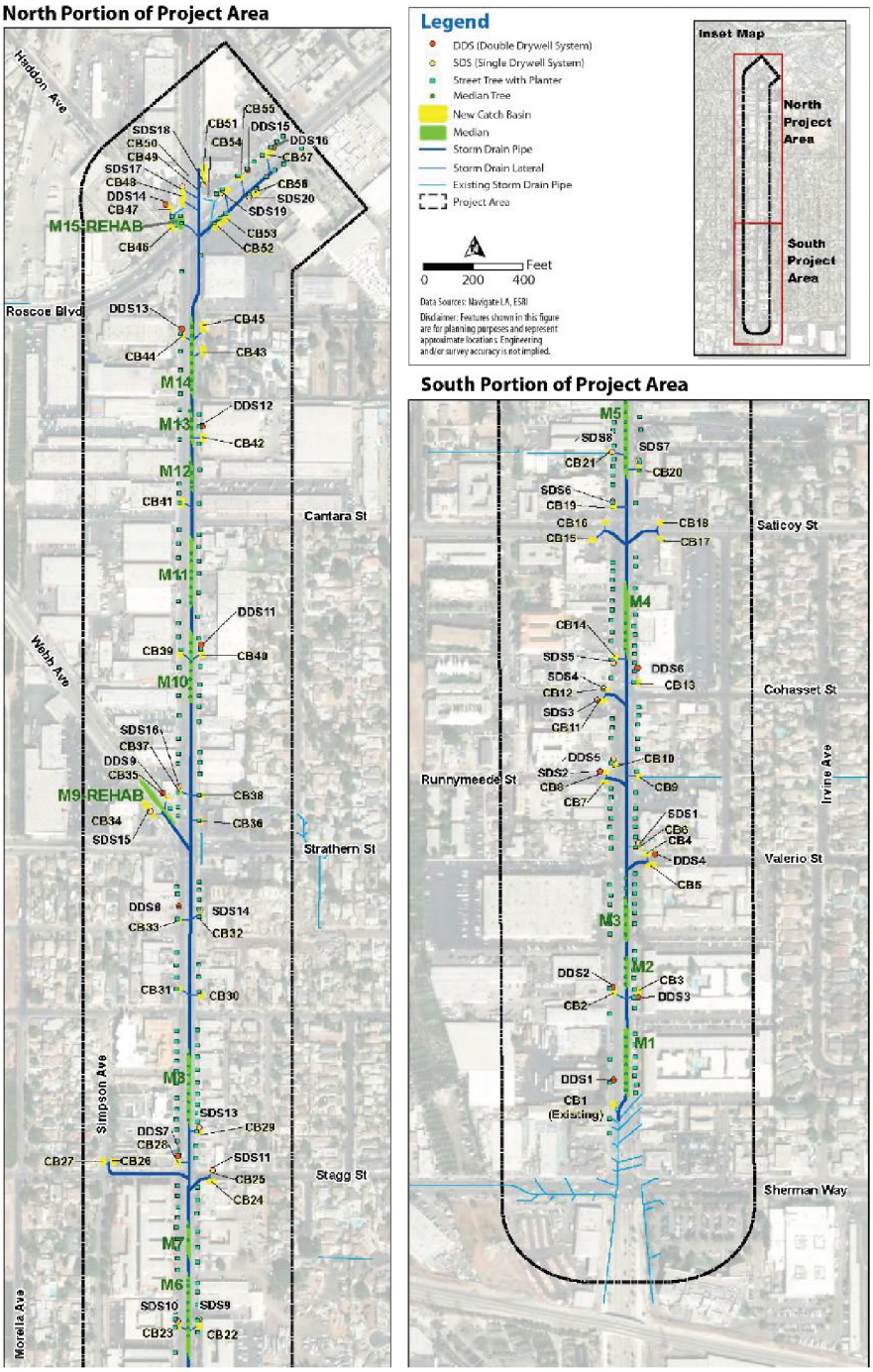


Figure 5. Lankershim Boulevard Project Elements

Table 9C below shows the quantitative targets and corresponding metrics that LASAN is submitting for this section of the report.

Table 9C. Quantitative targets and corresponding metrics for completed activities

Phase	Quantitative Target	Corresponding Metric	Quantitative Target	Corresponding Metric
Pre-design	Annual Dry Season Discharges to Receiving Waterbody (each)	Annual Maintenance Visits (each)	Project Task	Status Completion
Pre-design	0	12	Feasibility Study	100%

Notes:
1. The metrics shown under this category will be the measure for which the projects will be evaluated to ensure they meet SCWP Goals through their life cycle.
2. The metrics shown under this category will be the measure for which the funds received for this Fiscal Year will be used.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Lankershim Boulevard Local Area Urban Flow Management Network Project is included in Table 10. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life. The project schedule is provided in Table 10.

Table 10. The Preliminary Project Schedule for Lankershim Boulevard Local Area Urban Flow Management Network (Bar Chart)

Phase	FY 2020/21				FY 2021/22				FY 2022/23				FY 2023/24				FY 2024/25			
	2020		2021		2021		2022		2022		2023		2023		2024		2024		2025	
	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ
Pre-Design																				
Design																				
Bid and Award																				
Construction																				
Post Construction																				
Optimization																				

Abbreviations and Acronyms

AOC	Administrative Oversight Committee
BMP	Best Management Practice
CB	Catch Basin
CBO	Community Based Organization
CWA	Clean Water Act
DAC	Disadvantaged Community
DDS	Double Drywell System
DEM	Digital Elevation Model
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
ISI	Institute for Sustainable Infrastructure
ULAR	Upper Los Angeles River
LABOE	Los Angeles Bureau of Engineering
LACDPW	LA County Department of Public Works
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation and Environment
LAUFMN	Local Area Urban Flow Management Network
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations
O&M	Operation and Maintenance
ROC	Regional Oversight Committee
SCW	Safe, Clean Water
SCWP	Safe, Clean Water Program
SDS	Single Drywell System
SIP	Stormwater Investment Plan
TMDL	Total Maximum Daily Load
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling System
WPPQAPP	Watershed Protection Program Quality Assurance Project Plan

Attachment B

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPULAR07 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Oro Vista Local Area Urban Flow Management 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: City of Los Angeles, Bureau of Sanitation	
Name:	CJ Caluag	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626) 458-4037	Phone:	(213) 485-0587
Email:	CCALUAG@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Oro Vista Local Area Urban Flow Management Project

By: _____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

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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.



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.

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- 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.

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    - 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

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Attachment B

City of Los Angeles
Safe Clean Water Program
Oro Vista Local Area Urban Flow Management Project
Regional Scope of Work
FY 20-21 Regional Scope of Work



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Table of Contents

Project Overview 5
A-1. Budget Plan 8
A-2. Consistent with SCW Program Goals 9
A-3. Estimated Reasonable Total Activity Cost 11
A-4. Funded Activity Description and Scope of Work 12
A-5. Operation and Maintenance (O&M) Plan 14
A-6. Post-Construction Monitoring Plan 20
A-7. Sustainability Rating 22
A-8. Stakeholder and Community Outreach/Engagement Plan 22
A-9. Tracking Infrastructure Program Project Benefits: 26
A-10. Work Schedule and Completion Date 31
Acronyms and Abbreviations 32
References 33

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Safe Clean Water Program

Project Overview

The Oro Vista Local Area Urban Flow Management Project will be submitted to Los Angeles County Public Works for funding under the Safe Clean Water (SCW) Program. The proposed Project will achieve the required goals including, the improvement of water quality through the removal of primary and secondary pollutants affecting local water bodies, increases drought preparedness by recharging underground water supplies and protect public health by providing green and safe livable spaces.

The proposed Project is located in the Los Angeles River Watershed and lies within Council District 7. The Project is in the community of Sunland-Tujunga, which is in the San Fernando Valley region of the City of Los Angeles and is moreover located along the foothills of the San Gabriel Mountains.

The Project falls within the Enhanced Watershed Upper Los Angeles River (ULAR) Management Area in the Northern portion of Los Angeles County. The Project site is located approximately 1,270 linear feet along Oro Vista Avenue North of Foothill Boulevard, 600 feet along Oro Vista Avenue South of Foothill Boulevard, and 450 feet on Foothill Boulevard East of Oro Vista Avenue (see Figure 2).

Oro Vista Avenue has experienced flooding in the past, and these infrastructure improvements will support the prevention of future ponding and flooding along Oro Vista Avenue and adjacent properties.

The Project serves a drainage area of approximately 162 acres. The Project is designed to divert stormwater from the Los Angeles Flood Control District (LACFD) storm drain running North-South along Oro Vista Avenue that currently discharges into the Haines Canyon Channel. An original storm drain design in 1975 to use 57 to 66-inch diameter reinforced concrete pipe (RCP) was never constructed.

This Project will incorporate a combination of treat-and-release with water diversion strategies for use during wet weather conditions designed to achieve the following goals:

- Improve water quality and increases the local water supply.
- Remove pollutants affecting local water bodies by capturing, treating, and infiltrating stormwater runoff.

- Modernize stormwater infrastructure.
- Provide pedestrian and vehicular safety.

The Project will divert and infiltrate approximately 22 acre-feet (AF) of wet weather runoff during a 24-hour rain event from the Haines Canyon Channel. This Project is an example of a cost-effective, regional approach for improving water quality and increasing local water supplies.

In addition to installing a storm drain system along Oro Vista Avenue, several additional BMPs will be incorporated as mentioned in Nature-Based Solutions under the Executive Summary.

The Project is designed to capture runoff while simultaneously improving water quality to the downstream Lower Big Tujunga Creek and Tujunga Wash.

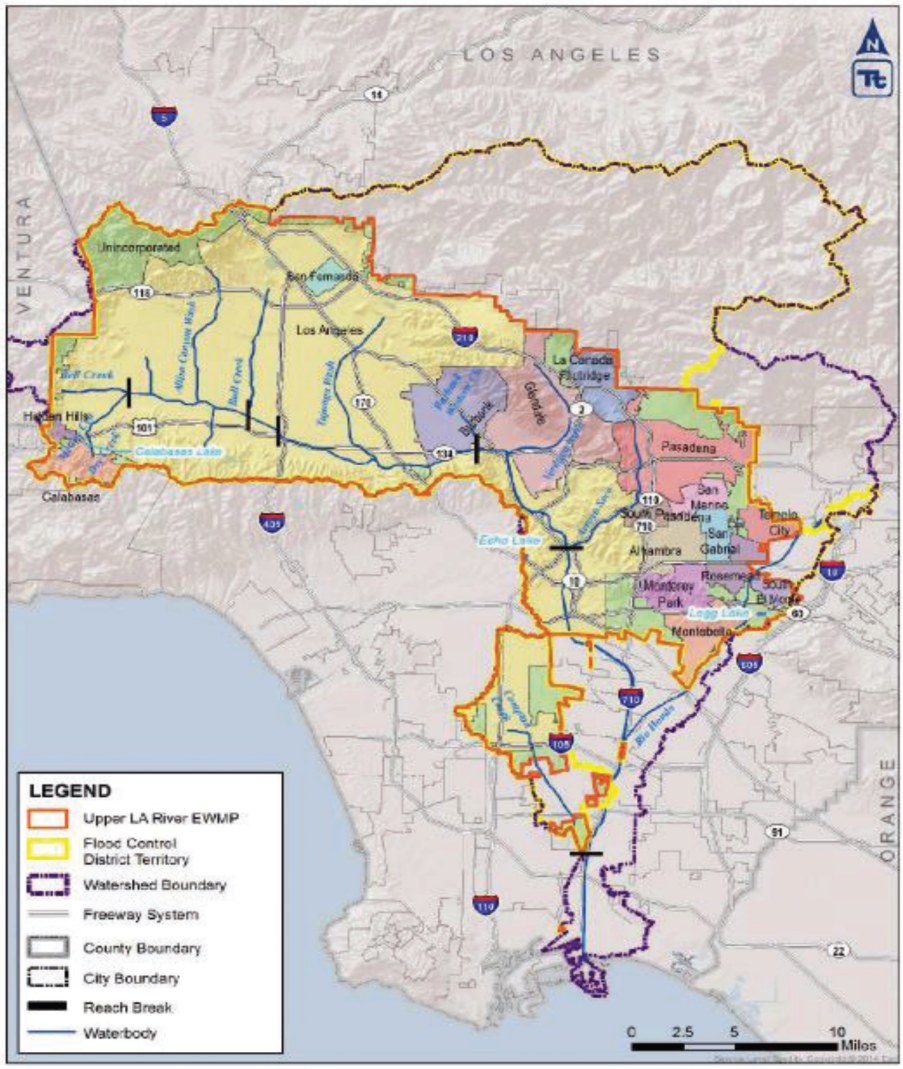

Figure 1. Watershed map

The total estimated capital Project cost is $10,590,600.00. The Project site is located along Oro Vista Avenue from Haines Canyon Channel through Foothill Boulevard to Wyngate Street (see Figure 2).



Figure 2. Sitemap of the BMPs of the Oro Vista Avenue Project
(Source: Google Maps)

A-1. Budget Plan

Table 1: Budget plan A-1

DEVELOPMENT PHASE	SCW Funding Per FY					
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	**Total Cost**
Pre- Design	$360,000	$140,000				**$500,000**
Design		$938,000	$442,300			**$1,380,300**
Bid and Award			$300,000			**$300,000**
Construction	$1,758,120	$1,040,120	$641,065	$1,882,575	$2,118,120	**$7,440,000**
Post Construction			$420,000	$180,000		**$600,000**
Optimization			$314,755	$55,545		**$370,300**
	$2,118,120	**$2,118,120**	**$2,118,120**	**$2,118,120**	**$2,118,120**	**$10,590,600**

A-2. Consistent with SCW Program Goals

SCW scoring outlines how this project meets the SCW goals:

Wet Weather Water Quality Benefits:
The first part of this scoring section shows that the Project BMP capacity in acre feet of 22 AF and the Capital Construction Cost of $10,590,600 resulting in a Cost effectiveness of 2.1. This value exceeds the highest scoring cost effectiveness value of 1 by more than 50% resulting in 2.1 AF capacity per Capital Cost in Millions. This provides a Project score of 20 points. The second part of the water quality scoring criteria is pollutant reduction. The removal of more than 80% of primary pollutants results in a score of 20 points, and the removal of more than 80% of second-class pollutants result in a score of 10 points. The infiltration system proposed will remove 89.5% percent of a primary class pollutant, zinc, and 100 percent of a secondary class pollutant, trash. The total score for the pollutant reduction is 30 points. The reduction of stormwater and runoff pollution will benefit water quality. The final wet weather water quality benefits score is 50 points.

Significant Water Supply Benefits:
The scoring criteria for the water supply benefits is split into two sections. The first section calculates the water supply Cost effectiveness for the total Life-Cycle cost per unit of AF of runoff volume captured for water supply. For this Project, the total Life-Cycle Cost per unit is $7,627 per AF. This value is greater than $2,500 per AF, which provides a score of 0 points for the first section. In the second section of water supply benefits scoring criteria, the yearly additional water supply volume from the Project is 44.2 AF per year. The Project will divert stormwater runoff, which will enter a storm drain system for water recycling and recharging groundwater.1 The Project water supply benefit magnitude of 44.2 AF per year falls in between the magnitude ranges of 25 to 100 AF per year, which equates to a score of 2 points. The total score for the 2 sections results in 2 points for Water Supply Benefits scoring criteria.

Community Investments Benefits:
The Project will provide 3 distinctive community investment benefits through the implementation, including the addition of street trees, native drought-tolerant landscaping, and the construction of a storm drain network. The 3 distinctive community benefits are as follows:

- Improved flood management, flood conveyance, and flood risk mitigation through the implementation of a Storm Drain Network system that can convey

stormwater from up to a 10-Year storm through Oro Vista Avenue and mitigate the water into the Haines Canyon Channel.

- Reducing local heat island effect and increasing shade by providing, 4,300 SF of native drought-tolerant landscaping, and 36 street trees
- Increasing the number of trees by 36 and adding 4,300 SF of vegetation at the site location to reduce the amount of carbon and improve air quality.

The final score for Community Investment Benefits is 5 points.

Nature-Based Solutions:
The Project will incorporate BMPs such as Infiltration drywells, pervious concrete, and infiltration planters throughout the entire project site on Oro Vista Avenue. With the implementation of natural processes such as the installation of infiltration planters, stormwater is slowed, captured, detained, and absorbed in a manner that enhances green space and usable open space along Oro Vista Avenue. The infiltration planters utilize natural materials such as engineered soils and vegetation with native drought-tolerant plants. In addition to the infiltrations, another BMP implemented in the project that provides nature-based solutions to the project is the drywells. This BMP mimics the natural process by capturing stormwater runoff and infiltrating the water into the ground which restores groundwater and is done using open space. This equates to a score of 10 points. The construction of new permeable concrete removes impermeable area from the Project site by 21 percent. This method will improve water storage capacity and provide solutions to capture and infiltrate water instead of diverting it into the County's drainage system. The criteria for percent of removing impermeable area is 1 point for every 20% of impermeable area removed. With these processes, the final nature-based solution score for the program criteria is 11 points.

Leveraging Funds and Community Support:
The Project is anticipated to receive more than 25% cost share funding from LADWP. The Project is also strongly supported by the relevant Council Office and the surrounding local community. With the help of shared funding and support from the local community, this Project scores 7 points in the SCW Leveraging Funds and Community Support criteria.

Table 2: Quantitative Target and Metrics A-2

SYSTEM TARGETS AND METRICS					
Project Phases / Quantitative Target	Corresponding Metrics (percent completion)				
	20 - 21	21 - 22	22 - 23	23 - 24	24 - 25
Pre-Design	100%				
Design		70%	30%		
Bid and Award			100%		
Construction			70%	30%	
Post Construction			70%	30%	
Optimization				85%	15%

A-3. Estimated Reasonable Total Activity Cost

Table 3: Detailed Estimate for A-3

ACTIVITY COST FOR ALL PHASES	
Tasks	Cost
Pre-Design	$500,000
Design	$1,380,300
Bid and Award	$300,00
Construction	$7,440,000
Post Construction	$600,000
Optimization	$370,000
Total Project Cost	**$10,590,600**

A-4. Funded Activity Description and Scope of Work

The Project includes, but is not limited to, Best Management Practices (BMPs) designed to capture, treat and percolate runoff from an 85th percentile, 24-hour storm event using three types of BMPs; drywells, infiltration planters and pervious concrete sidewalks. Along with the BMPs, a new 57 to 66-inch diameter reinforced concrete pipeline (storm drain) will be constructed to capture water from larger rain events and convey it to the Haines Channel.

This Project incorporates a combination of treat-and-release with water diversion strategies for use during wet weather conditions designed to achieve the following goals:

- Improve water quality and increase the local water supply.
- Remove pollutants affecting local water bodies by capturing, treating, and infiltrating stormwater runoff.
- Modernize stormwater infrastructure.
- Provide pedestrian and vehicular safety.

The Project is designed to capture and infiltrate approximately 22.4 acre-feet (AF) of runoff before it reaches the Haines Canyon Channel. This Project is an example of a cost-effective, regional approach for improving water quality and increasing local water supplies. The total estimated capital Project cost is $10,590,600 million. The Project site is located along Oro Vista Avenue from the Haines Canyon Channel crossing Foothill Boulevard to Wyngate Street.

The Project is in the San Fernando Valley region of the City of Los Angeles encompassed by Council District 7 and the Upper Los Angeles River Watershed (ULAR). The Project will be approximately 1,900 feet in length along Oro Vista Avenue from Wyngate Street to the Haines Canyon Channel and 600 feet east of the intersection of Foothill Boulevard and Oro Vista Avenue.

The Department of City Planning, Zone Information and Map Access System (ZIMAS) shows the area around the project site is mostly residential along Oro Vista Avenue and commercial along Foothill Boulevard.

The following are the proposed BMPs and infrastructure for the Project:

- 1,393 ft Construction of a new storm drain system
- 13 catch basins with diversion structures
- 8 double drywell systems and 6 single drywell systems
- 36 street trees with curb inlets

- 4,300 square feet infiltration planters
- 12,000 square feet of permeable sidewalk

Capture Area Details

The proposed 1975 storm drain design indicated a total of 13 catch basin along the project site. This Feasibility Study proposes placing the drywell BMPs adjacent to these catch basins at multiple locations. In order to determine the most effective placement of the BMPs, the capture area was delineated. Capture area estimates were performed using the following datasets:

- High-resolution (5-ft) Digital Elevation Model (DEM) provided by LASAN
- Proposed catch basin locations from 1975 design plans
- Existing catch basing locations from Navigate LA and LACDPW Curb & gutter flow lines from Navigate LA

Initial capture area delineations were performer using the Hydrology toolset from ArcGIS Spatial Analyst. These tools use elevations data from the DEM to determine the areas that drain to specified points, in this case the locations of existing and proposed catch basins. The result is an initial estimate of capture areas to each of the 13 catch basin locations. While this provides an approximation of capture areas, minor elevation changes (e.g., street crown or burb height) that affect flow path to individual catch basin are not always represented at the resolution available in the DEM. To ensure that the delineated areas represented the true hydrology, the capture areas were also validated against street flow lines from Navigate LA. Areas that were inconsistent with street flow lines were manually modified to make it consistent with Navigate LA. The total project area is estimated at 161 acres.

Once the final capture areas were delineated to each of the 13 catch basins, runoff volumes and peak flows were estimated for the following 3 events:

- 85th Percentile 24-Hour Storm (design storm)
- 10-Year Timeseries Water Year 2008 – 2018
- 20-Year Timeseries Water Year 1998 – 2018

Volume and peak flow estimates were generated using the Watershed Management Modeling System (WMMS) from the Los Angeles County Flood Control District. Hydrologic response units (HRUs) from WMMS, which represent and use impervious cover-soil combinations, were intersected with the delineated capture areas. Areas of similar spatial or geological characteristics (e.g., soil group, slope, land cover/use, imperviousness) make up an HRU category. The combination of HRUs in a capture area determine the runoff characteristics. The WMMS HRUs

for each capture area and the precipitation time series for the 3 design storms were used in the Loading Simulation Program in C++ (LSPC) modeling system within WMMS to estimate runoff volumes and peak flows. Placement and sizing of design components for the dry wells were influenced by the runoff volume and peak flows for the 85th percentile, 24-hour design storm. The primary limiting pollutant for the ULAR EWMP Group is zinc. This pollutant was addressed as the basis for the wet-weather flow water quality benefit.

The control of zinc will also address water quality priorities and other constituents such as trash, sediments, and other polluting metals in stormwater runoff. The secondary pollutant that pertains to the entire County of Los Angeles is emphasized as the full capture of trash and debris.

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

Maintenance Tasks by Component

The following subsections describe the recommended maintenance activities associated with the individual components of each BMP. Maxwell Plus Drainage System and Diversion Structure Key elements of this BMP that are subject to maintenance include: catch basin, diversion structure, curb inlet, primary chamber, and infiltration drywell.

The Maxwell Plus Drainage System and Diversion Structure will be inspected and maintained according to the protocols described below.

Maxwell Plus Drainage System:

Task Description

This section describes the procedure for maintenance of the Maxwell Plus Drainage System. The tasks include inspection, removal of trash and debris, cleaning screen and filter replacement. Due to the similarity among both chambers the procedures herein described will apply to both, the primary chamber and the infiltration drywells.

Schedule

The following schedule is the manufacturer's recommendation for routine maintenance of the Maxwell Plus Drainage System.

- Inspection: New systems should receive visual examination 48 hours after the first major rain events. Beyond that, the Maxwell Plus Drainage Systems

should be inspected once a year during Dry Season and within 48 hours of a major rain event.

- Cleaning: Conducted as needed, and mostly trigger by inspection. Accumulated trash and debris shall be removed when it reaches 15% or more of the original chamber capacity. After the initial cleaning, most systems will generally not require subsequent cleaning for 3-5 years.

Personnel and Hours

Crews conducting maintenance activities shall consist of the following minimum personnel:

- Inspection: Two experienced technicians, one vacuum truck operator and one vacuum truck technician.
  Estimated time: 1-2 hours per infiltration system, each infiltration system includes at least one primary chamber and one infiltration drywell.
- Cleaning: Two experienced technicians, one vacuum truck operator and one vacuum truck technician.
  Estimated time: 2-4 hours per infiltration system, each infiltration system includes at least one catch basin, one diversion structure and one curb Inlet. It is assumed that personnel will possess the necessary training, certification, license or experience to execute each task.

Standard Operating Procedure

The following is a recommendation for a plan of how operations and maintenance should be carried out. It is recommended that all inspections are documented, and any damages or function impairments shall be reported to LASAN.

1. Determine appropriate documentation and equipment to be used prior to maintenance.
2. Remove inlet grates and covers. Note any damages, accumulated debris, and the presence of standing water.
3. If trash or debris have accumulated in the structure, remove using appropriate equipment.
4. Clean all filters and screens by clearing any obstructions, accumulated trash or debris in remote inlets and connecting pipes shall be removed by jet-rodding.
5. Remove any accumulated trash and debris in the settling chamber and infiltration drywell via vacuum hose.

6. Replace the floating absorbent pillows and change the fabric at the bottom of the chamber when applicable.
7. Close access point.

Catch Basin, Diversion Structure and Curb Inlet

Task Description

This section describes the procedure for maintenance of the catch basin, diversion structure and curb inlet. The tasks include inspection and removal of trash and debris.

Schedule

The following schedule is recommended for routine maintenance of the catch basin and diversion structure.

- Inspection: Shall be conducted once during dry season and monthly during storm season.
- Cleaning: Conducted as needed, and mostly trigger by inspections. Otherwise, once during the dry season and 4 to 7 times during a storm season.

Personnel and Hours

Crews conducting maintenance activities shall consist of the following minimum personnel:

- Inspection: Two experienced camera technicians trained in stormwater BMP inspection.
  Estimated time: 1-2 hours per infiltration system, each infiltration system includes at least one catch basin, one diversion structure and one curb inlet.
- Cleaning: Two experienced technicians, one vacuum truck operator and one vacuum truck technician.
  Estimated time: 2-4 hours per infiltration system, each infiltration system includes at least one catch basin, one diversion structure and one curb inlet.

It is assumed that personnel will possess the necessary training, certification, license or experience to execute each task.

Standard Operating Procedure

The following is a recommendation for a plan of how operations and maintenance should be carried out. It is recommended that all inspections are documented, and any damages or function impairments shall be reported to LASAN.

1. Determine appropriate documentation and equipment to be used prior to maintenance.
2. Open access point and visually inspect the structure. Note any damages, accumulated debris, and the presence of standing water.
3. Remove accumulated trash, and debris accumulated at the catch basin, curb inlet, and the diversion structure.
4. Inspect the diversion structure and catch basin for integrity concerns using the drain inspection camera.
5. If sediment or debris have accumulated in the structure, remove using appropriate equipment.
6. Close access point.

Street Trees

Task Description

This section describes the procedure for maintenance of the Street Trees. The tasks include inspection, tree pruning and irrigation pipe maintenance.

Schedule

The following schedule is recommended for routine maintenance of the street trees and irrigation pipe as described in the Green Streets and Green Alley's Design Guidelines Standards.

- Inspection: Shall be conducted seasonally, after major storm events or monthly during Storm Season (whichever one is more frequent).
- Trash and Debris removal: Conducted as needed, and mostly trigger by inspections. Otherwise, once per season and 4 to 7 times during storm season.
- Maintenance: Trees should be pruned at least once a year to remove any hazardous branches, keep clear pedestrian and traffic paths and to ensure healthy tree growth. The irrigation pipe connected to the tree should be maintained once during dry season and 4 to 7 times during a storm season.

Personnel and Hours

Crews conducting maintenance activities shall consist of the following minimum personnel:

- Inspection: Two experienced technicians in the care and maintenance of street trees.

Estimated time: 1 hour per street tree

- Cleaning: Two experienced technicians in the care and maintenance of street trees.
  Estimated time: 3 hours per street tree, each street tree s includes at least one irrigation pipe.

It is assumed that personnel will possess the necessary training, certification, license or experience to execute each task.

Standard Operating Procedure

The following is a recommendation for a plan of how operations and maintenance should be carried out. It is recommended that all inspections are documented, and any damages or function impairments shall be reported to LASAN.

1. Determine appropriate documentation and equipment to be used prior to maintenance.
1. Inspect street trees for diseased, infested or damaged conditions, and inform if there is a need for removal of trees.
2. Using the appropriate tools proceed to prune trees, remove any falling branches.
3. Feed trees using a dry mix and spray with chemical agents to prevent fungal diseases control.
4. For the irrigation pipe, remove covers. Note any damages, accumulated debris, and the presence of standing water.
5. If trash or debris have accumulated in the structure, remove using appropriate equipment.
7. During extreme drought, water the tree or shrubs.
8. Close access point.

Permeable Sidewalk

Task Description

This section describes the procedure for maintenance of the permeable sidewalk. The tasks include vacuum cleaning, sweeping and pressure hosing.

Schedule

The following schedule is recommended for routine maintenance of the Permeable Sidewalk as described in the Green Streets and Green Alley's Design Guidelines Standards.

Inspection:

Once per Season.

Maintenance:

Once per Season. Maintenance includes the removal of trash, sediment and debris to minimize clogging of infiltration media, identify eroded areas and repair with soils and plants if needed, annual replacement of mulch, and irrigation of plants.

Personnel and Hours

Crews conducting maintenance activities shall consist of the following minimum personnel:

- Inspection: Two experienced technicians trained in landscape
- maintenance.
  Estimated time: 8 hours to inspect the full site.
- Cleaning: Two experienced technicians trained in landscape maintenance.
  Estimated time: 24 hours to clean and maintain the entire project site.

It is assumed that personnel will possess the necessary training, certification, license, or experience to execute each task.

Standard Operating Procedure

The following is a recommendation for a plan of how operations and maintenance should be carried out. It is recommended that all inspections are documented, and any damages or function impairments shall be reported to LASAN.

1. Determine appropriate documentation and equipment to be used prior to maintenance.
2. Inspect integrity and operations of structural components.
3. Check if the plants are still firmly and rooted.
4. Clear debris from intel and outlet drains.
5. Remove trash, debris and sediment accumulation to minimize clogging of infiltration media and interference with plant growth.
6. Identify eroded areas and repair with soil and plants.
7. Replace mulch annually.

8. Plants should be irrigated. The irrigation system should be inspected and maintained as defined by the final project design specifications.
9. If infiltration rates have slowed or ponding occurs, excavate and replace planting media, including mulch, soil and gravels.

Assumptions:

1. Storm Season is from October 1st to April 30th.
2. "Major Storm Events" are storms with rainfall intensity of more than 1inch of rain in 12 hours.
3. Actual number of cleanout and inspections will be based in storm frequency.
4. Dry Season is between May 1st and September 30th.
5. O&M costs assumes inspection and cleaning will be performed simultaneously for multiple systems.
6. It is estimated that there will be an average of 4 inspections during storm season and 1 during Dry Season.

A-6. Post-Construction Monitoring Plan:

The monitoring approach for this Project will include wet and dry weather runoff sampling during all phases of the Project (both pre-construction and post-construction). The location where runoff is discharged from the Project drainage area will be targeted for sampling and flow measurements. The Project will have a single monitoring station located at the mouth of the culvert, which drains the entire 162-acre sub-drainage area into the Haines Canyon Channel, as shown in the map below (Figure 03).

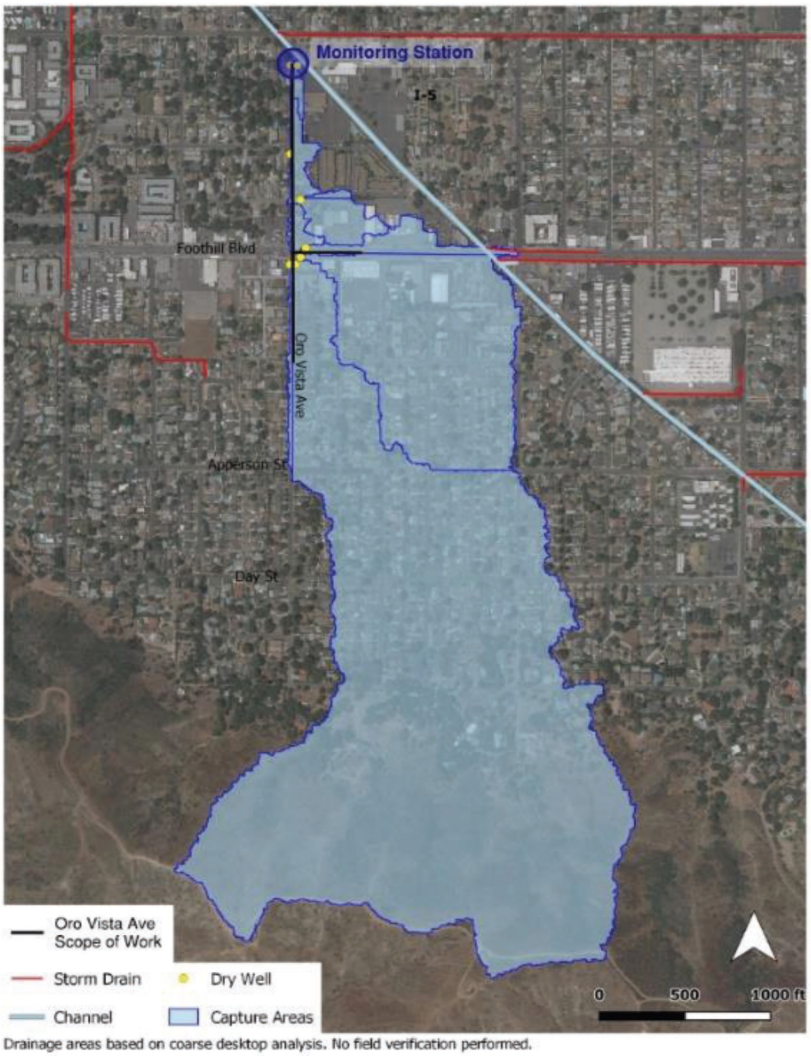

Figure 3: Project Monitoring Location
(Source: Paradigm Environmental)

Post-construction monitoring will take a phased approach, with more frequent monitoring conducted immediately after construction until Project optimization is completed. Over the lifespan of the Project, monitoring will take an adaptive approach as described below.

An adaptive approach to monitoring is crucial in order to provide useful information for the design and operation of the Project. The sampling schedule, water quality parameters, and monitoring equipment may be modified depending on changes to Project design and construction, regulatory revisions, and advances in new scientific technology. Monitoring may also be adapted to the needs of the Project as they develop, e.g., to assess the Project's impact to the environment or public health, to optimize the Project's efficacy, and to determine maintenance protocols and schedules.

A-7. Sustainability Rating

Sustainability rating does not apply to this project.

A-8. Stakeholder and Community Outreach/Engagement Plan

The City of Los Angeles recognizes the important role that community outreach and community engagement play in the County of Los Angeles' Safe Clean Water Program and the regional infrastructure projects funded by this program.

The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts.

Before engaging with the community at large, the Project team will meet with key elected officials 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 that will provide water quality improvements through stormwater infiltration, flood mitigation and community enhancements. Key Project benefits will consist of the following:

- Flood Mitigation - The Project will reduce flood hazards to the street and private property, enhance safety to motorists and pedestrians and improve access that might otherwise be impeded during large rain events.
- Water Quality/Supply - The Project will enhance local water supply and increase sustainability through the use of drought-tolerant landscaping and innovative stormwater capture infrastructure.
- Aesthetic Enhancements - The addition of green spaces in parkways and improved sidewalks may encourage a more walkable neighborhood and pedestrian connectivity with the landscaped parkways improving the quality of life for local residents.

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

- Access - While the planters and sidewalk improvements may be seen by some as a community enhancement, others may have concerns about access throughout the construction of the project.
- Sidewalk Placement - With the project proposing the construction of new sidewalks, residents may have concerns/opinions about the location and placement of sidewalks.
- Maintenance Responsibility - Some property owners may have questions about who will be responsible for maintaining green infrastructure sites. They could also raise liability issues and concerns about the new infrastructure.
- Construction Impacts - Constructing the project elements will impact local traffic. Logistical challenges will need to be addressed with property owners and the local community throughout construction.
- Environmental Impacts - As part of outreach efforts, the team will prepare talking points that explain measures LA Sanitation will implement such as dust control measures during construction or limits on the idling of construction vehicles.

Project Onset

The City of Los Angeles has already conducted initial discussions within Council District 7. 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.

LA Sanitation will consult with the LA Bureau of Street Services, LA Bureau of Street Lighting, LA Bureau of Engineering, Department of Transportation, and LA Department of Water and Power 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's 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 throughout the life of the project, including but not limited to:

    - Sunland-Tujunga Neighborhood Council
    - Sunland-Tujunga Chamber of Commerce
    - Sunland Community Church
    - Sunland Elementary School
    - Additional NGOs and CBOs as identified by Los Angeles City Council District 7
    - Los Angeles Homeless Services Authority
- Identify effective community outreach and engagement methods
- Receive input on other potential project concerns and issues
- Coordinate meetings/discussions between key members of the Sunland-Tujunga Neighborhood Council and the Project team to schedule presentations during the neighborhood council's regularly scheduled meetings
- Identify City of LA staff who will serve as point(s) of contact for the Project.

The outreach team will reach out to Council District 7 to determine if bilingual communication materials are needed. If so, the Project team will be prepared to have Project communication materials translated into other languages (Spanish and/or Armenian).

The Project team will extend a courtesy briefing invitation to Los Angeles Mayor Eric Garcetti, Los Angeles County Supervisor Kathryn Barger, Los Angeles Unified School District Board Member Kelly Gonez (LAUSD District 6) and potentially interested non-profit environmental organizations and non-governmental organizations focused on community beautification and improvement.

Project Design and Construction

Based upon LA Sanitation 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.

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
- 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 7 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 Safe Clean Water Program, LA Sanitation will develop community outreach activities to occur biennially to remind residents of the Safe Clean Water Program contribution to the Project.

Note: The City of Los Angeles will adhere to the County of Los Angeles' Department of Public Health's COVID-19 guidelines on events, community meetings and

gatherings in relationship to the community outreach and engagement components for this 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:

Proposed Infrastructure:

Various infrastructure elements will be implemented in this Project, which includes:

- Construction of storm drain and pervious concrete sidewalk
- Diversion Structures with pipe connecting drywell system to catch basins
- Primary Chamber Inlet Structures
- Bypass structures added to catch basins (weir plate)
- Infiltration Planters

Benefits

Pervious Concrete Sidewalk and storm drain Oro Vista Avenue has no sidewalks or walkable pathways. The construction of the storm drains and the BMPs will include the construction of sidewalks, curbs, and gutters along the entire Project site. Appendix (4) includes a site plan showing the entire Project area, including the new storm drain pipeline, the drywell systems, and the infiltration planters.

It was also determined the addition of pervious sidewalks would benefit the Project. Pervious sidewalks allow rainwater to filter through a concrete surface into the ground rather than settling on the surface.

Benefits

The main benefits that pervious sidewalk provide are:

- Filtration of rainwater through a paved surface rather than settling on the ground surface
- Reduction of stormwater treatment measures and often are the only viable option within the city
- Maximization of infiltration, retention, and slowing down of runoff
- Storm water capture through ground seepage and filtration of contaminants as water travels through the concrete pavement
- Elimination of standing water which in effect helps eliminate mosquito breeding
- Removal of storm water pollutants through filtration including heavy metals, hydrocarbons, and other pollutants previously stated
- Minimal maintenance ranging from 30 and up to 50 years

Diversion Structure and Catch Basins with Bypass

The Project will include the construction of a new RCP storm drain system with multiple catch basins along Oro Vista Avenue and Foothill Boulevard. Some of the Torrent Drywell Systems are not located next to catch basins. Weir plates will be designed and installed in these catch basins to direct the flow to a downstream drywell. Catch Basins next to drywell systems will be constructed with an internal diversion structure designed to re-direct the 85th percentile to the adjacent drywell system. Figure 4 and Figure 5 are examples of a catch basin with a diversion structure to the Torrent Drywell System.

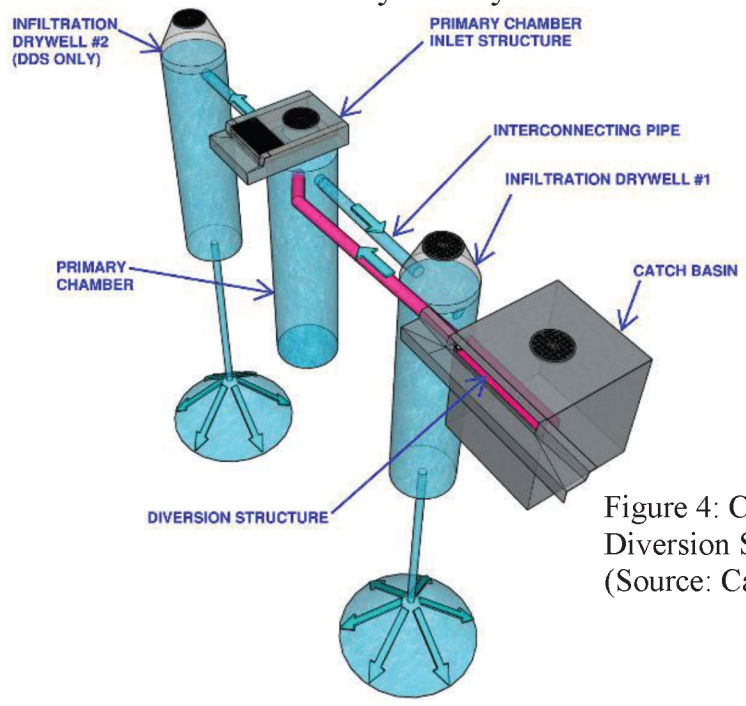

Figure 4: Catch Basin and Double Drywell Diversion Structure
(Source: Carollo Engineers)

Benefits:

- To capture surface flow on Foothill Boulevard and Oro Vista Avenue from a 10-year rain-event and re-direct it to the Haines Canyon Channel.
- Additional curb inlets installed at local depressions as an element in the drywell system will increase the amount of stormwater and runoff water captured (Figure 6) below.
- Percent reduction in pollutants (zinc is the primary pollutant for this analysis because it is a limiting pollutant from the applicable EWMP).
- The annualized stormwater volume capture meets SCW performance metric for water supply benefit.

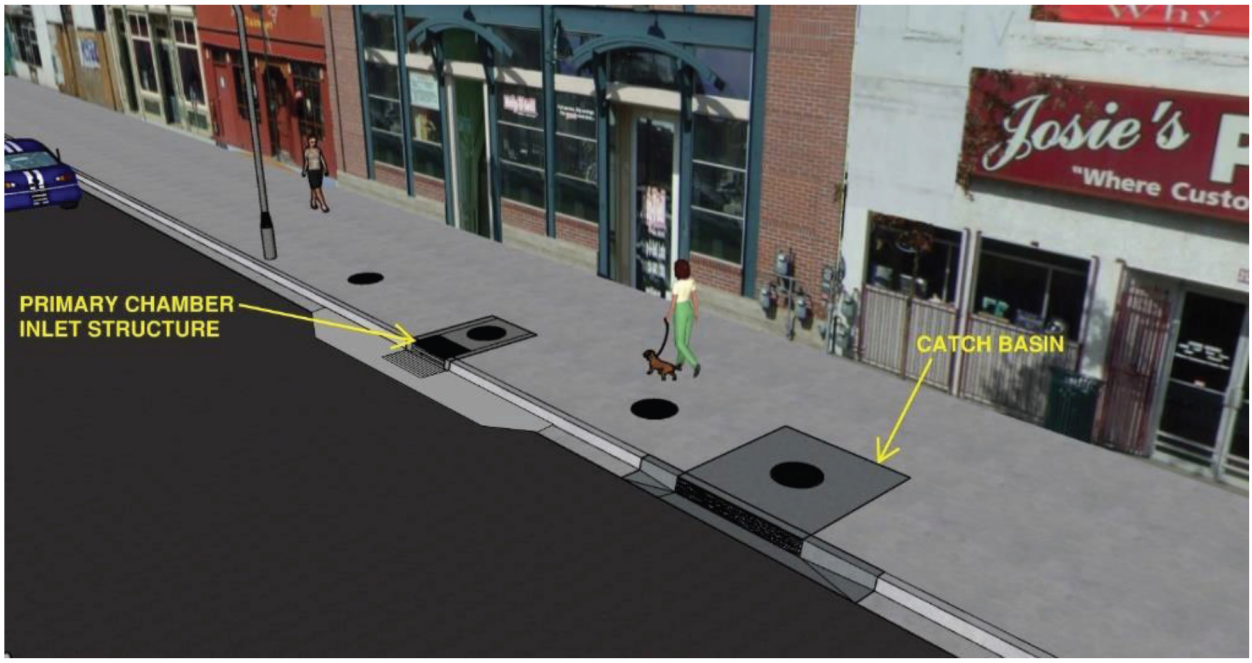

Figure 5: Drywell Primary Chamber Inlet Structure Street View
(Source: Carollo Engineers)

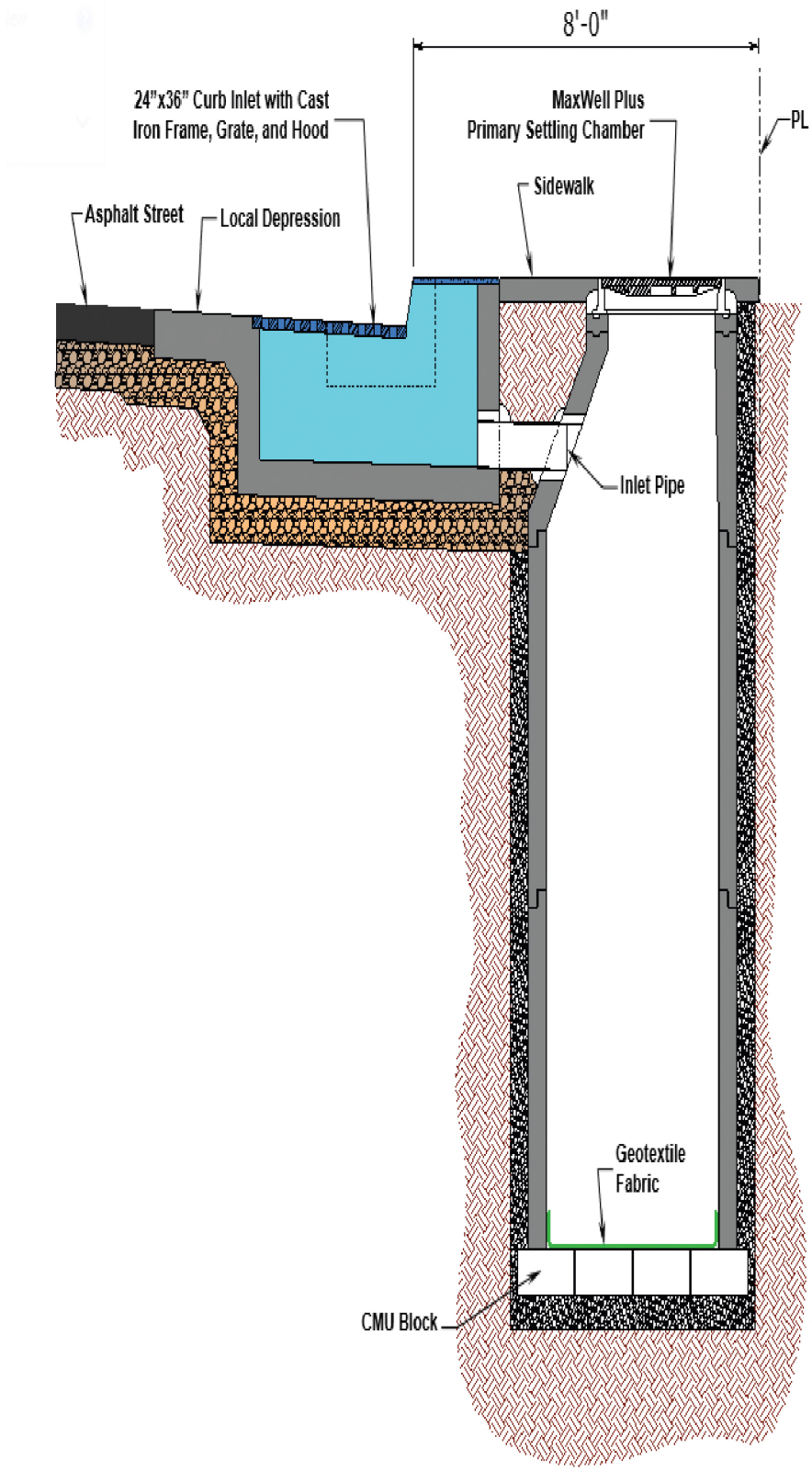

Figure 6: Elements of BMP Configuration: Local Depression, Curb Inlet and Settling Chamber

Infiltration Planters

Another type of BMP proposed for this Project is infiltration planters.

Benefits:

- The planters remove pollutants by filtering storm water through native plants adapted to the local climate and soil moisture conditions along with an engineered soil mix.
- The planters remove pollutants by filtering storm water through native plants that can adapt to the local climate and soil moisture conditions.
- These planters also reduce peak flow where native soil allows for sufficient infiltration
- They also allow for greater volume reduction and reduces the burden on local storm drain facilities which is known to be a storm water management strategy.

In residential areas, they are known as rain gardens which help capture storm water runoff, allow pollutants to settle, and filter water in order for the water to percolate through the planter soil.

Figures 7 illustrate the placement of the planters in accordance with each side of the street. The proposed planters will be 2.5 ft wide and vary in length.

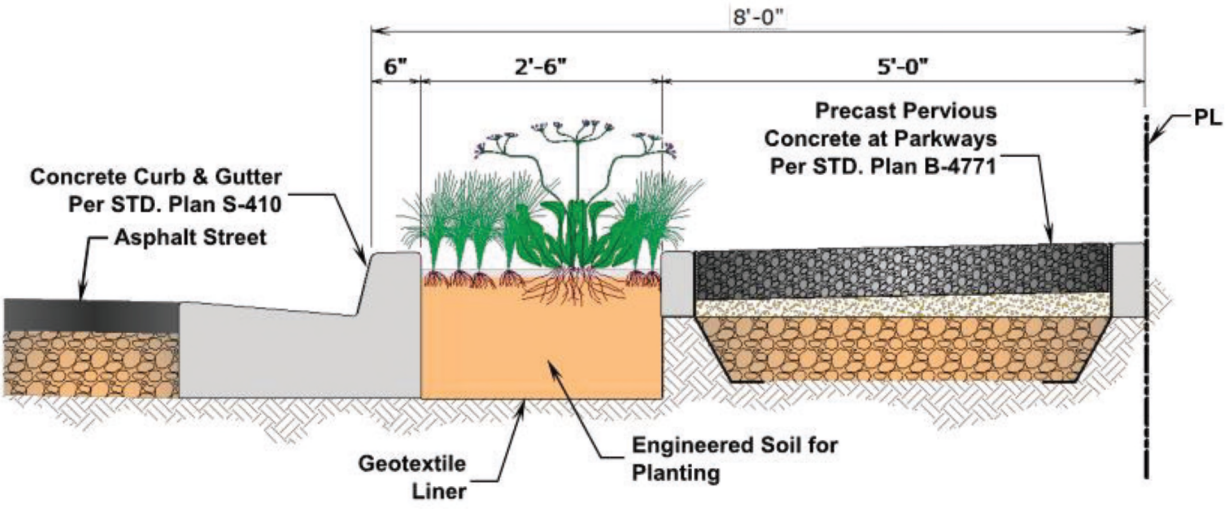

Figure 7: Typical Border Selection Showing infiltration planter and pervious concrete sidewalk

A-10. Work Schedule and Completion Date

Implementation Schedule

The preliminary Project implementation schedule is provided in Table 4. The schedule includes finalizing the feasibility report, Pre-design plans, Design plans, Bid and award, Construction, Post Construction and Optimization. Table 4 reflects a summary of the detailed Project schedule.

Table 4: Work Schedule for A-10

1. PROJECTED PROJECT SCHEDULE DETAIL (BAR CHART)																				
	FY 2020/21				FY 2021/22				FY 2022/23				FY 2023/24				FY 2024/25			
	2020		2021		2021		2022		2022		2023		2023		2024		2024		2025	
	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ
Pre-Design																				
Design																				
Bid and Award																				
Construction																				
Post Construction																				
Optimization																				

Acronyms and Abbreviations

SCW	Safe Clean Water
BMP	Best Management Practice
CWA	Clean Water Act
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
O & M	Operation and Maintenance
ULAR	Upper Los Angeles River
LAR	Los Angeles River
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation and Environment
CEQA	California Environmental Quality Act
AF	Acre Feet
SF	Square Feet
LADWP	Los Angeles Department of Water and Power
DEM	Digital Elevation Model
LA	Los Angeles
ZIMAS	Zone Information and Map Access System
LACDPW	Los Angeles County Department of Public Works
WMMS	Watershed Management Modeling Systems
HRUs	Hydrologic Response Units
SIP	Stormwater Investment Program
WASC	Watershed Area Steering Committee

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LA County. July 11.2018. Safe, Clean Water Program Elements (SCW). Available at: https://safecleanwaterla.org/wp-content/uploads/2018/07/Final-SCW-Program-Elements-7.11.18.pdf

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Oro Vista Project Draft Report-SCW-Feasibility Study prepared for LASAN by Carollo and Subconsultant (Cordoba Corp).

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPSSMB03 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Wilmington Q Street Local Urban Area Flow Management 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: City of Los Angeles, Bureau of Sanitation	
Name:	Kirk Allen	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626)458-4331	Phone:	(213) 485-0587
Email:	KALLEN@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Wilmington Q Street Local Urban Area Flow Management Project

By: _____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

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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.



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.

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- 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.

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    - 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

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Attachment C

City of Los Angeles Safe Clean Water Program

2020-21 Regional Scope of Work for Wilmington Q Street Local Urban Area Flow Management Project



Table of Contents

Contents

Executive Summary 3

A-1. Budget Plan 5

A-2. Consistent with SCW Program Goals 6

A-3. Estimated Reasonable Total Activity Cost 7

A-4. Funded Activity Description and Scope of Work 11

A-5. Operation and Maintenance (O&M) Plan 15

A-6. Post-Construction Monitoring Plan 16

A-7. Sustainability Rating 17

A-8. Stakeholder and Community Outreach/Engagement Plan 17

A-9. Tracking Infrastructure Program Project Benefits 21

A-10. Work Schedule and Completion Date 28

Executive Summary

Wilmington Q Street Local Urban Area Flow Management Project
Scope of Work

Safe Clean Water Program
Creating a More Sustainable and Livable Future for Los Angeles

Background
On November 6, 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water Program administered by the County of Los Angeles Flood Control District. Generating an estimated $285 million annually from a countywide property tax assessment, the Safe Clean Water Program (SCWP) goals include:

- Implement a new plan for the Los Angeles water system to capture the billions of gallons of water we lose each year.
- Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.
- Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.
- Help protect public health, ensuring safer, greener, healthier, and more livable spaces for all.
- Prepare our region for the effects of a changing climate — including recurring cycles of drought, wildfire, and flooding.
- Require strict community oversight and independent auditing to ensure local monies raised would stay local.

The City's SCWP's goal is to maximize the benefits to water quality, water supply and community reinvestment for Los Angeles in the implementation of multi-benefit, nature-based stormwater SCW projects.

Wilmington Q Street Local Urban Area Flow Management Project **(**Wilmington Q Street Project) was submitted to Los Angeles County Public Works for funding under the Safe, Clean Water (SCW) Program. The proposed Project's goals include the improvement of water quality through the removal of primary and secondary pollutants affecting local water bodies, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing green and safe livable spaces.

The Wilmington Q Street Project is located along Q Street from Avalon Boulevard to Bay point Avenue. The Project consists of implementing a series of nature-based BMPs along Q Street, to capture, retain and infiltrate pretreated stormwater; incorporate drought-tolerant landscaping,

reduce heat island effect; and provide pedestrian safety. Direct beneficiaries of the Project are the community along Q Street, Banning High School students, and adjacent neighborhoods. The Project is strongly supported by the City of Los Angeles Council District 15 and the surrounding local community.

The Wilmington Q Street is part of the South Santa Monica Stormwater Investment Plan (SIP), and was approved by the LA County Board of Supervisors on October 13, 2020 for SIP Regional Program funding. This Scope of Work (SOW) for Wilmington Q includes all the required sections, as outlined in the SCWP Wilmington Q Regional Transfer Agreement, including the following: (1) Budget Plan, (2) estimated total activity cost for the Project, (3) description and scope of work for the Project, (4) Operations and Maintenance (O&M) Plan, (6) Post Construction Monitoring Plan, (7) Sustainability Rating, (8) Public Outreach/Engagement Plan, (9) Tracking Infrastructure Program Project benefits, and (10) Work Schedule and Completion Date for the Project that will be funded by the SCWP Regional funds allocated to the City for this Project.

A-1. Budget Plan

The South Santa Monica Bay (SSMB) Watershed Area generates up to $18.4M of anticipated annual Regional Program funds. For Fiscal Year 2020/21, the SSMB Watershed Area Steering Committee (WASC) voted to include the Wilmington Q Street Local Urban Area Flow Management Project (aka Banning High School Project) (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five (5) 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's SIP identifies the amount of the SCWP contribution for each Fiscal Year.

The Project is scheduled to be completed by Fiscal Year (FY) 23-24. The total cost for this Project is estimated to be $4,923,700. The amount needed and the SCW Program contribution amount that was approved for FY 20-21, 21-22 and 22-23 by the SSMB Watershed Area in the SIP on May 20, 2020 is shown in the below Table 1A:

Table 1A. SCW Program Contribution approved by SSMB in the SIP

FY 20-21	FY 21-22	FY 22-23	TOTAL
$570,000	$2,177,000	$2,176,700	$4,923,700

On October 13, 2020 the LA County Board of Supervisors approved the Project's total amount of $4,973,700 but a different cash flow as to how the funds are going to be distributed to the City. Please see Table 1B below the new cash flow that was approved by the County's Board of Supervisors.

Table 1B. SCW Program Contribution approved by the LA County Board of Supervisors

FY 20-21	FY 21-22	FY 22-23	TOTAL
$2,668,325	**$2,255,375**	$0	$4,923,700

The construction for this Project is estimated to be $3,435,350. The Annual Maintenance cost Project is anticipated to be around $71,600. The life span of the Project is 50 years.

The 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. At this time, no additional funding is being provided as a cost share for this Project. Below we have all the phases of the Project and the main tasks associated with them that are included in the Work Schedule plan for the Project with the anticipated costs for each Fiscal Year.

The estimated expenditures for FY 20/21, FY 21/22 and FY 22/23 based on the work that will be performed on the Project phases and corresponding major tasks is presented below in Table 1C:

Table 1C. Budget Plan

DEVELOPMENT PHASE	SCW Funding Per FY					
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	**Total Cost**
Project Management	$20,000	$20,000	$60,000			**$100,000**
Baseline Monitoring	$140,000	$140,000				**$280,000**
Pre- Design	$50,000					**$50,000**
Design		$306,845	$131,505			**$438,350**
Bid and Award			$100,000			**$100,000**
Construction	$360,000	$1,710,155	$1,365,195			**$3,435,350**
Construction Management			$220,000			**$220,000**
Optimization			$300,000			**$300,000**
Totals	**$570,000**	**2,177,000**	**2,176,000**	**$0**	**$0**	**$4,923,700**

A-2. Consistent with SCW Program Goals

The Wilmington Q Street Project will provide community benefits while also providing water quality benefits and will help meet the objectives of the Safe Clean Water Program (SCWP) goals. The Project, as presented in the feasibility study, will implement 11 drywells – 4 single drywell systems and 7 double drywell systems, 10 street trees, infiltration planters that will cover approximately 4,800 square feet, permeable sidewalk that will cover approximately 13,000 sf, and 12 catch basins with diversion structures.

The Project's SCW Regional scoring presented in the feasibility study outlines how the Project is meeting the SCW goals:
(1) *Wet Weather Water Quality Benefit,* under this criterion, projects can score a total of 50 points for effectiveness and extent of pollutant reduction. This Project achieved a Water Quality Cost Effectiveness value of 1.58 acre-feet (AF) capacity per capital cost in millions, resulting in 20 points. Additionally, the analysis results obtained from the Watershed Management System (WMS) show an 83.5% percent removal of the primary pollutant zinc, and 100% percent removal

of the second-class pollutant, trash, resulting in 30 points for the Water Quality Benefit. The Project achieved a preliminary score of 50 points for Wet Weather Water Quality Benefits.

(2) *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 3 community benefits, as defined by the SCW criteria: flood risk mitigation, reduction of local heat island effect, and retrofitting the public right-of-way with the installation of native, drought tolerant landscaping, resulting in 5 points.

(3) *Nature-Based Solutions,* Projects can obtain up to 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 Wilmington Q Project incorporates BMPs that capture, treat and infiltrate stormwater; it also incorporates native drought tolerant vegetation, and replaces up to 51 percent of impermeable area, resulting in 12 points.
(4) *Leveraging Funds and Community Support,* projects can obtain up to a total of 10 points for fund matching, partnerships and community involvement. Funding from other sources has not been identified for the Project at this time; however, the Project is strongly supported by Council District Office and the surrounding local community, resulting in 4 points. The total score for the Project was 71 points.

Below is Table 2A, showing the quantitative targets and corresponding metrics information for this water quality Project.

Table 2A. Quantitative Targets and Metrics

SYSTEM TARGETS AND METRICS					
Project Phase/ Quantitative Target	Corresponding Metrics (percent completion)				
	20-21	21-22	22-23	23-24	24-25
Project Management	25%	25%	25%	25%	
Baseline Monitoring	50%	50%			
Pre-Design	100%				
Design		70%	30%		
Bid and Award			100%		
Construction			70%	30%	
Construction Management				100%	
Optimization				100%	

A-3. Estimated Reasonable Total Activity Cost

The estimated costs for all phases and tasks included in the Work Schedule Plan are summarized

in Table 3A below:

Table 3A. Detailed Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	Cost
Project Management	$100,000
Baseline Monitoring	$280,000
Pre- Design	$50,000
Design	$438,350
Bid and Award	$100,000
Construction	$3,435,350
Construction Management	$220,000
Optimization	$300,000
Total Project Cost	**$4,923,700**

Table 3B below provides a more detailed description of the main tasks that are going to be done for the Project phases along with the anticipated costs.

Table 3B. List of Main Project Phases and corresponding Tasks

Activity ID	Activity Name	Estimated Cost
Wilmington Q Street Local Urban Area Flow Management Project		
Deliverables		
Baseline Monitoring		**$280,000**
A1000	Monitor Existing Condition	
A1010	Sampling and Testing	
Design		**$438,350**
Utility Research		
A1020	Utility Research	

Topographical Survey		
A1030	Topographical Survey	
30% Design		
A1040	30% Design	
A1100	Client Review Period	
60% Design		
A1050	60% Design	
A1090	Client Review Period	
90% Design		
A1060	90% Design	
A1110	Client Review Period	
100% Design		
A1070	100% Design	
A1120	Client Review Period	
RFC Package		
A1080	RFC Package	
Permitting		
A1130	Permit Process	
Construction		**$3,435,350**
Demolition		
A1150	Demolition	
Utility Relocations		
A1140	Utility Relocations	
Drywell Installation		
A1160	Drywell Installation	
Sidewalk Construction		

A1170	Sidewalk Construction	
Landscape		
A1180	Landscape	
Optimization (Close-Out)		**$300,000**
Inspection		
A1190	Inspection	
Commissioning		
A1200	Testing and Commissioning	

A-4. Funded Activity Description and Scope of Work

The Wilmington Q Street Project is located in the City of Wilmington, California along Q Street from Avalon Boulevard to Baypoint Avenue. The precise location that was given in the Feasibility Study for the Project was Latitude: 33.7953889 and Longitude: -118.2636667. The Project is part of the South Santa Monica Bay Watershed Area that drains to the Pacific Ocean and includes the Dominguez Channel, in Southwest Los Angeles County. The City of Los Angeles is one of the Municipalities that fall within the boundaries of this Watershed Area. This Watershed Area is estimated to receive up to $18.4 million annually to fund Regional projects and programs.

The Wilmington Q Project aims to achieve the required SCW Program goals including the improvement of water quality through the removal of primary and secondary pollutants affecting local water bodies, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing green and safe livable spaces. The Wilmington Q Project will consist of a series of nature-based BMPs seeking to continue efforts by the City of Los Angeles to transform traditionally designed streets into Green Streets. These will be installed along Q Street from Avalon Boulevard to Baypoint Avenue. The Project will be approximately 1,500 feet in length and within the city right-of-way on either side of the center line.

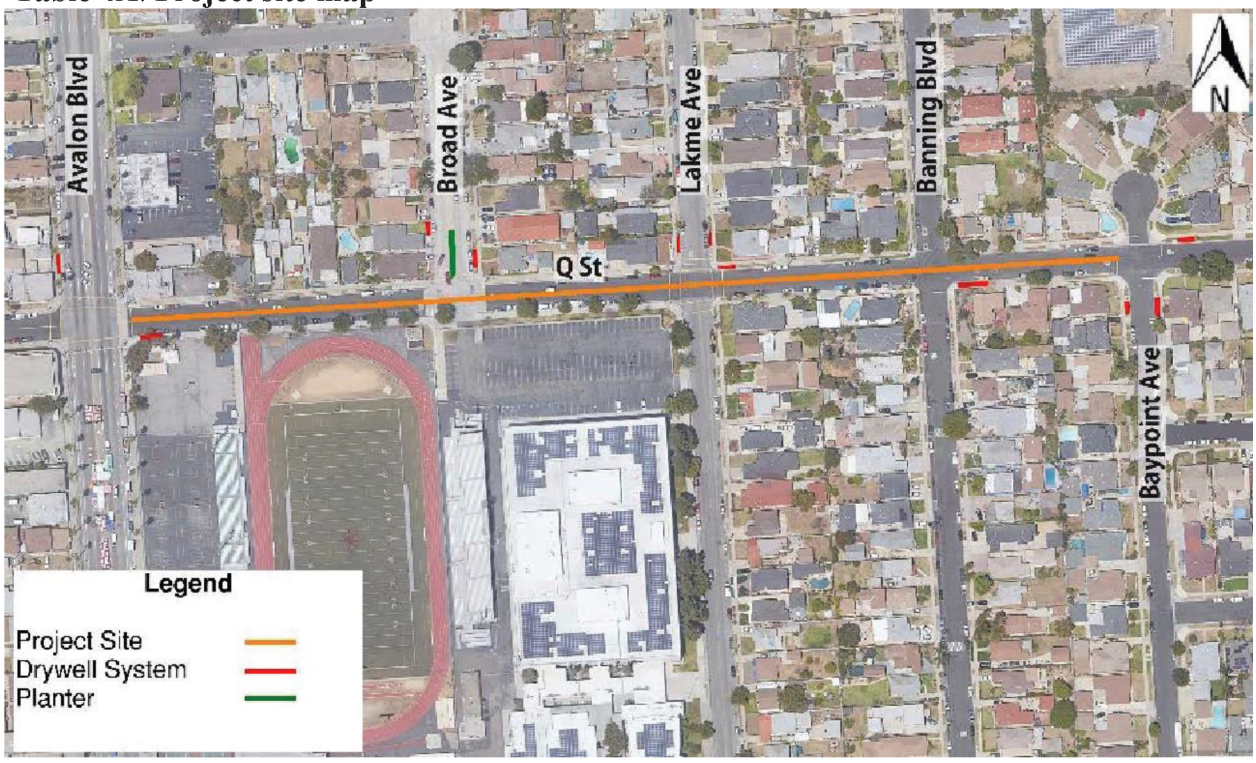
The Project includes the installation of infiltration drywells, replace-ment of existing sidewalk with permeable concrete sidewalks, infiltration planters, installation of drought-tolerant landscaping, installation of street trees, and the addition of crosswalks and a median. Through the installation of these BMPs, the Project seeks to modernize existing stormwater infrastructure. The Project will use BMPs to capture the 85th percentile, 24-hour storm event, runoff and treat the water using flow through infiltration systems and will perform a combination of treat-and release with water diversion strategies during wet weather conditions meeting the following goals: Improve water quality, remove pollutants affecting local water bodies by capturing, treating, and infiltrating stormwater runoff, modernize stormwater infrastructure, and provide pedestrian and vehicular safety. The Project will capture, retain and infiltrate pretreated stormwater on-site as well as incorporate drought-tolerant landscaping into stormwater treatment processes, reduce heat island effect, and provide pedestrian safety. Direct beneficiaries of the Project are the community along Q Street, Banning High School students, and adjacent neighborhoods. The Project is strongly supported by the City of Los Angeles Council District 15 and the surrounding local community.

The Project will redefine the aesthetic character of Q Street matching its new functionality as a Green Street. Along with all other Green Street features included in this project, the new landscape will beautify the community and give the street a supplemental capacity of added biodiversity, habitat, and stormwater flow attenuation. The design of the new infiltration planters will preserve their curb appeal with zero-maintenance during drought periods. The new planters will reduce the need for irrigation in the parkways and become the living signpost of the Banning Project. Infiltration planters will provide stormwater treatment as well as peak flow attenuation

through filtration and adsorption. They are designed as soil and plant-based filtration systems to remove pollutants through a biological and physical process. Infiltration planters installed along Q Street will include an underdrain perforated pipe connected to the nearest stormwater infrastructure.

The Project has a capture area of about 58.82 acres and will remove about 0.28 acres of impermeable area once completed. The existing storm drain system enables the opportunity to modify existing catch basins and redirect stormwater runoff into the drywell systems. A Double Dry Well System Configuration with a diversion structure going from the existing catch basin into the primary chamber of the dry well system will be included. The diversion structure consists of a modified inlet structure within the existing catch basin and an 8-inch pipe to divert water from the catch basin, via gravity, into the BMP unit. Curb inlets with grating in the local depressions will be installed as an element in the drywell system to increase the amount of stormwater and runoff water captured. The estimated average inflow captured by the Project is 2.75 cfs. The Project will capture and infiltrate about 17.2 acre-ft (AF) of stormwater per year (0.02 MGD). Table 4A. shows the Project site map.

Table 4A. Project site map



The DCWMA Group developed the Enhanced Watershed Management Program (EWMP) in response to the requirements set forth by Order No. R4-2012-0175, Los Angeles Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit). The DCWMA Group includes the County of Los Angeles, Los Angeles

Flood Control District (LACFCD) and the cities of El Segundo, Hawthorne, Inglewood, Lomita, and Los Angeles (including the harbor region) and consists of three different watersheds: Dominguez Channel Watershed, Los Angeles/Long Beach Harbors Watershed and Machado Lake Watershed.

The DCWMA EWMP has identified the highest priority pollutants based on a reasonable assurance analysis (RAA) and has been approved by the Regional Water Quality Control Board. The primary goal of the Project is a reduction of limiting pollutants to the DCWMA Watershed. The RAA predicted which pollutants would require the highest level of treatment or capture to address (i.e., the "limiting pollutant") and use them as the basis to develop compliance schedules in the EWMP. The RAA analysis has identified the volume associated with zinc as the highest for the Dominguez Channel Watershed; therefore, zinc is the limiting pollutant and will be used during the modeling optimization design of the project. The Project will capture and treat runoff through infiltration meeting the volume reduction criteria of the DCWMA EWMP and its subwatershed specific volume reduction needs. In accordance with the MS4 permit, the DCWMA EWMP indicates stormwater capture projects be sized, wherever feasible, to retain both stormwater runoff from the 85th percentile, 24-hour storm event, and all non-stormwater (i.e., sprinklers, car washing, etc.) or dry-weather runoff from the tributary watershed. This Project exceeds the requirement as the Project is sized to capture 53% of the 10-year, 24hour storm event (3.99 inches precipitation depth, total runoff of 15.6 ac-ft) and will help ensure compliance in this Watershed Area along with other projects that will be implemented as part of the SCW Program. In addition to the water quality contributions to the Dominguez Channel Watershed, the Project will also contribute water quality benefits to the Machado Lake Watershed. The water quality impairments at the Machado Lake Watershed are relevant to the design of this Project. Table 4B. shows the Water Body-Pollutant Combinations that have been established by the RAA for the Machado Lake Watershed.

Table 4B. Water Quality Priorities for the Machado Lake

Water Body-Pollutant Combination	Pollutant
Category 1: TMDLs	Trash, Total Phosphorous, Total Nitrogen, Ammonia, Chlorophyll-a, PCBs (sediment), DDT (sediment), Chlordane (sediment), Dieldrin (sediment), Dissolved Oxygen
Category 2: 303(d) Listings	None
Category 3: Observed Exceedances	E. Coli, pH

This Project includes Nature-Based Solutions (NBS) as part of the water quality improvements. These NBS implement 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. The Project would include planting about 10 trees as well as implementing 4,800 square feet of native-landscaped infiltration planters in the vicinity of Banning High School thus helping to reduce the heat local island effect and increasing shade in this neighborhood.

This Project area is in a Disadvantaged Community (DAC) and will benefit the community through reduced instances of flooding and beautification of the corridor. Additional benefits to the community will be improved sidewalks in the areas where the Project features will be placed as well as community benefits such as a reduction in the heat-island effect, additional shade from trees, and air quality improvements. 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 getting them into bridge or permanent supportive housing. Table 4C. below provides some of the Project characteristics.

Table 4C. Project Characteristics

Project Information	Banning Project	Council District 15
SCW Score	71	
Yearly Volume Capture Capacity[1]	17.2 AF	
Primary Pollutant Zinc Removal[2]	84.4% or 10.4 pounds per year	
Location:	Wilmington, CA, along Q Street from Avalon Boulevard to Baypoint Avenue	
GPS Project Location Points:	Intersection of Q Street and Avalon Boulevard	
	Long: 118° 15' 49.2''	Lat: 33° 47' 43.4''
Site Zoning:	Residential and Public Space along Q Street	
Watershed:	Dominguez Channel Watershed	
Basin:	West Coastal Basin	
Stormwater Discharge Point:	Machado Lake	
Drainage Area:	59 acres	
BMPs	Drywells	4 Single Drywell Systems 7 Double Drywell Systems
	Street Trees	10
	Infiltration Planters	4,800 SF
	Permeable Sidewalk	13,000 SF
	Catch basins with diversion structures	12 Catch Basins

1, Value is based on a 20-year simulation with WMMS for the water supply metric inputs for SCW scoring.
2, Value is based on a 10-year simulation with WMMS for the water quality metric in the SCW Program.

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

The following section outlines the development of an Operation and Maintenance (O&M) plan for the Project. This preliminary O&M plan will require updates as the Project is fully designed and implemented. The City of Los Angeles Bureau of Sanitation (LASAN) will be the owner and operator of the infrastructure, and responsible for tracking long term maintenance for the Project. An O&M plan is necessary and essential to ensure the operability, performance and reliability of the components of the system through the lifespan of the infrastructure. Regular maintenance will ensure that the BMPs achieve the capture of intended runoff volume and remove pollutants. Recommended and anticipated operation and maintenance activities for the Project are as follows:

MaxWell Plus Drainage System
-Inspection: Once a year during Dry Season and within 48 hours of a major rain event
-Cleaning: Once every 3-5 years

Catch Basin with Diversion Structure
-Inspection: Once during Dry Season; 4-7 times during Storm Season
-Cleaning: Once during Dry Season; 4-7 times during Storm Season

Street Trees
-Inspection: Once during Dry Season; 4-7 times during Storm Season
-Cleaning: Once during Dry Season; 4-7 times during Storm Season

Permeable Sidewalk
-Inspection: 48 hours after a major rain event, or monthly during Storm Season and once during dry
season.
-Cleaning: 4 times annually

Infiltration Planters
-Inspection: Once per season
-Cleaning: As needed per season

A-6. Post-Construction Monitoring Plan

The initial Post-Construction Monitoring Plan was submitted last year as part of the Feasibility Study Report for the Round 1 Call for Projects in December 2019. 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 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 SWRCB database and the CEDEN for a period of three years.

The primary goal of the monitoring plan is to measure the effectiveness of the Project as stated above once the Project is completed, including metrics specific to the identified benefits. Runoff flow volume and pollutant concentrations will be assessed as they change throughout the Project timeline. Pre-construction (baseline) monitoring will focus on characterizing the existing flow and pollutant loads leaving the Project drainage area which will eventually flow into the Wilmington Drain and Machado Lake. Post-construction monitoring will determine the efficacy of stormwater capture and treatment through the Project's network of biofiltration and infiltration well BMPs. On a broader scale, monitoring will be used to demonstrate how the Project can reduce effective impervious area in the drainage area of the Project and to identify any contaminants that may require special consideration for capture or treatment.

The monitoring program will examine the following study questions:

Pre-Construction (Baseline) Monitoring
1. What are the existing pollutant loads and water quality conditions in runoff exiting the Project drainage area during dry and wet weather?

Post-Construction and Long-Term Operations & Maintenance (O&M) Monitoring
1. What is the reduction in flow exiting the Project drainage area as a result of stormwater capture and infiltration? How much of the flow is being managed by the Project?
2. Do the infiltration dry wells function as designed in regard to capture capacity and infiltration rates in relation to the quantity and intensity of the rainfall?

The data gathered from the monitoring program will help provide a basis for future implementation of similar types of BMPs that utilize infiltration systems. Furthermore, the information obtained from this project will demonstrate how this BMP project performs under varying conditions, which may assist in the design of similar projects in the future, as well as

optimize the performance and operation and maintenance of this particular system at Wilmington Q Street LAUFMN.

An adaptive approach to monitoring will be implemented and in order to provide useful information for the design and operation of the Project. The sampling schedule, water quality parameters, and monitoring equipment may be modified depending on changes to Project design and construction, regulatory revisions, and advances in new scientific technology. Monitoring may also be adapted to the needs of the Project as they develop, e.g., to assess the Project's impact to the environment or public health, to optimize the Project's efficacy, and to determine maintenance protocols and schedules. A complete Post Construction Monitoring Plan will be submitted to the District once the Design for the Project is completed.

A-7. Sustainability Rating

The commitment of the City of Los Angeles to use Envision draws attention to the importance and value of developing infrastructure more sustainably. Envision was developed in joint collaboration between the Zofnass Program for Sustainable Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure (ISI). 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 either to proceed or not with the Envision certification application.

A-8. Stakeholder and Community Outreach/Engagement Plan

The City of Los Angeles recognizes the important roles that community outreach and community engagement play in the County of Los Angeles' Safe Clean Water Program and the regional infrastructure projects funded by this program.

The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts.

Before engaging with the community at large, the Project team will meet with key elected officials 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 for community input and engagement.

Potential Project Benefits and Concerns

A full and transparent discussion of the Project, its community benefits as well as its 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:

- Redefinition of the aesthetic character of Q Street matching its new functionality as a Green Street
- Planting of 10 trees and 4,800 square feet of native vegetation landscaping in the infiltration planters
- Sub-surface features including the modernization of existing storm drain infrastructure
- The capture, retention and infiltration of pretreated stormwater flow
- The reduction of the area's heat island effect
- The enhancement of pedestrian safety
- The incorporation of drought-tolerant landscaping

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

- **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 Disadvantaged Community (or 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 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.

- **Wilmington Oil Field** - The project site is located within the Wilmington Oil Field. Active oil wells, operated by E&B Natural Resources Management Corporation, are located approximately 0.2-miles northeast from the east end of the project area. It should be noted the project site is mapped in a City of Los Angeles Methane Zone. The Project team will be ready to answer and alleviate any concerns residents may have regarding the proximity of the construction site to active oil wells.

Project Onset

The City of Los Angeles has already conducted an initial project discussion with Council District 15. However, 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, Department of Transportation, and LA Department of Water and Power 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 Joe Buscaino's office (Council District 15) 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
    - LA Unified School District and Banning High School
    - 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
- Coordinate meetings/discussions between key members of the Wilmington Neighborhood Council, other identified community stakeholders and the project team
- Identify City of LA staff who will serve as the point of contact for the project

The project team will extend courtesy briefing invitations to Los Angeles Mayor Eric Garcetti, 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 Council District 15, Neighborhood Council and Banning High School 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 Next Door
- 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

Local Media Outreach

- Articles and project/construction notices in community newspapers including the Daily Breeze, San Pedro News Pilot 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 15 staff, Neighborhood Council members and Banning High School representatives, 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, farmer's 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, LA Sanitation will develop community outreach activities to occur biennially to remind residents of the Safe Clean Water Program contribution to the Project.

Note: The City of Los Angeles will adhere to the County of Los Angeles' Department of Public Health's COVID-19 guidelines on events, community meetings and gatherings in relationship to the community outreach and engagement components for this 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 one community engagement activity.

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: Infiltration dry wells, infiltration planters, permeable sidewalks and street trees. These improvements or added features will be a great addition and of a great benefit to this community.

Infiltration Dry Wells
Drywells are a type of infiltration BMP designed to store and infiltrate stormwater runoff. Infiltration BMPs can provide multiple benefits, including pollutant removal and flood

mitigation. The Project will install MaxWell Plus Drainage System drywells, manufactured by Torrent Resources Incorporated. The system is a dual-chambered infiltration BMP that pretreats stormwater twice for constituent removal before infiltration. The Project will consist of 4 single Drywell Systems, and 7 double Drywells Systems designed to treat and infiltrate up to 0.25 cfs per drywell respectively. A pretreatment process occurs in the primary chamber of the MaxWell Plus Drainage System. Sediments, silt, trash and debris settle at the bottom of the primary chamber by gravity separation, while petroleum-based organic compounds are removed from the inflow with a hydrocarbon capture pillow. The vented intake in the primary chamber incorporates a screen and reduction orifice, which increases the efficiency of constituent removal by providing more residence time in the primary chamber. The pretreated flow travels at a design rate of 0.25 cfs from the primary chamber to the infiltration drywell through a connector pipe. The treatment process in the infiltration drywell is identical to the pretreatment in the primary chamber. The settling and containment process are repeated to achieve a controlled uniform treatment. As water accumulates, it starts to flow through the drainage system and infiltrates to the ground.

Catch Basin – Drywell System

The existing storm drain system enables the opportunity to modify existing catch basins and redirect stormwater runoff into the drywell systems. Figure 9A shows a Double Dry Well System Configuration with a diversion structure going from the existing catch basin into the primary chamber of the dry well system. The diversion structure consists of a modified inlet structure within the existing catch basin and an 8-inch pipe to divert water from the catch basin, via gravity, into the BMP unit.

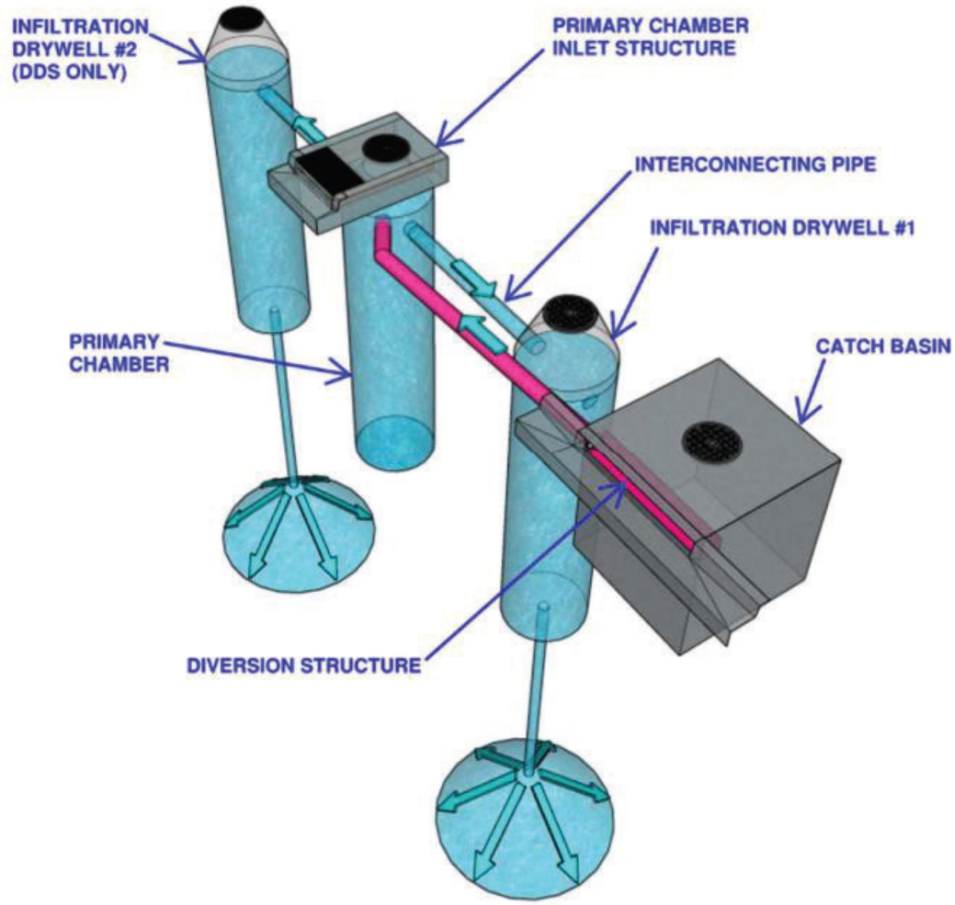


Figure 9A. Conceptual Double Dry Well System with Diversion Structure
Source: Carollo Engineers

Gutter Storm Drain (Curb Inlets)
Curb inlets with grating in the local depressions will be installed as an element in the drywell system to increase the amount of stormwater and runoff water captured (Figure 9B).

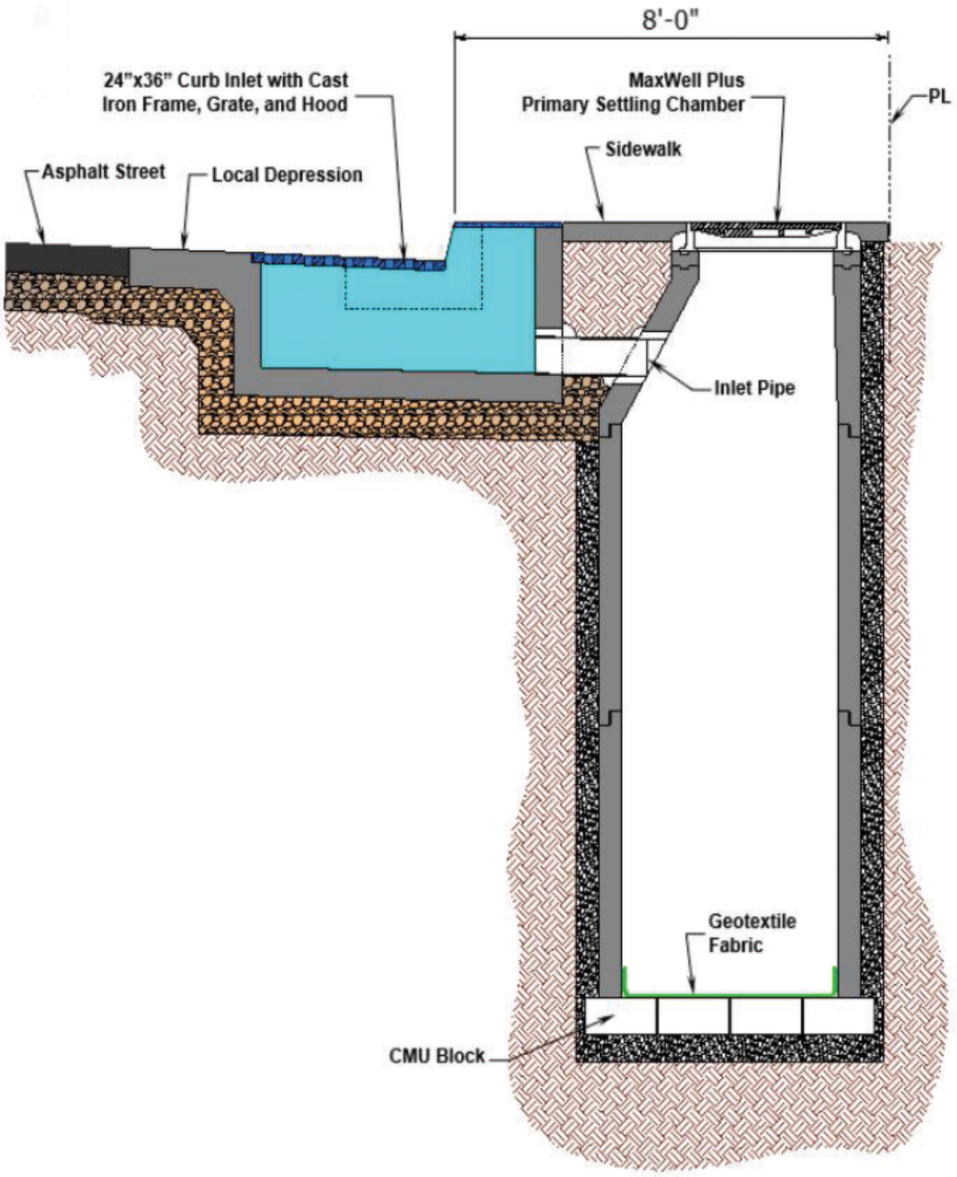


Figure 9B, Elements of BMP Configuration: Local Depression, Curb Inlet and Setting Chamber

Street Trees

Street trees are bioretention BMPs that capture and treat stormwater runoff through a variety of physical and biological treatment processes. Street trees will be used to manage the remaining volume of stormwater runoff that is not being captured by the infiltration dry wells along Q Street. Street trees are a significant and highly visible portion of a green street project and they are recognized as a vital infrastructure system essential to improving the quality of life in the urban environment. Benefits to adding street trees include:

· Heat island effect reduction
· Carbon sequestration and storage
· Improving air quality by cooling air and producing oxygen

To reduce the need for maintenance during dry weather conditions an irrigation pipe will be connected at each street tree installed along Q Street. The irrigation pipe will collect runoff from dry and wet weather conditions (Figure 9C).

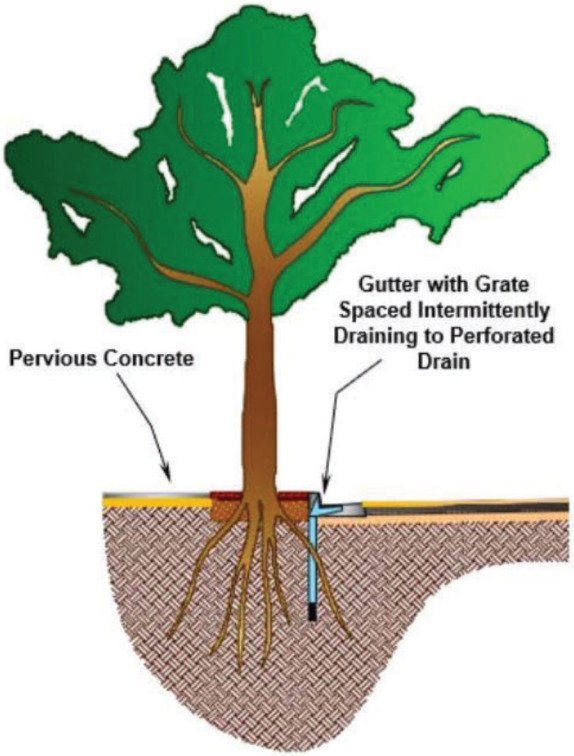


Figure 9C. Street Tree Cross Section

Permeable Sidewalk
Permeable sidewalk is another type of infiltration BMP that will be incorporated to the Project. Permeable sidewalk is an open void material designed to slow down and eliminates direct stormwater runoff by absorbing it and allowing it to reach the soil media.

Infiltration Planters
The Project will redefine the aesthetic character of Q Street matching its new functionality as a Green Street. Along with all other Green Street features included in this Project, the new landscape will beautify the community and give the street a supplemental capacity of added biodiversity, habitat, and stormwater flow attenuation. The design of the new infiltration planters will preserve their curb appeal with zero-maintenance during drought periods. The new planters will reduce the need for irrigation in the parkways and become the living signpost of the Banning

Project. Infiltration planters will provide stormwater treatment as well as peak flow attenuation through filtration and adsorption. They are designed as soil and plant-based filtration systems to remove pollutants through a biological and physical process. Infiltration planters installed along Q Street will include an underdrain perforated pipe connected to the nearest stormwater infrastructure. Figure 9D and Figure 9E show before and after conditions at the intersection of Q Street and Broad Ave.



Figure 9D Before



Figure 9E After

The design parameters were evaluated for each BMP element included in the Project. The results, shown in Tables 9A, and 9B, display the amount of stormwater volume removed by each element, as well as the amount of pollutant load removal by the drywells. Table 9A is a summary of system performance for 10-year and 20-year simulations and Table 9B is a summary of the system performance for Stormwater and pollutant capture.

Table 9A. Summary of system performance for 10-year and 20-year pollutant capture

Metric	Stormwater inflow (AF/yr)	Stormwater infiltrated (AF/yr)	Zinc removed
20-year simulation (1999 – 2018)	21.6	**17.2**	83.8%
10-year simulation (2009 – 2018)	16.6	12.4	**84.4%**

Table 9B. BMPs System Performance for Stormwater and Pollutant Capture

Design Parameter	Drywells	Permeable Sidewalk	Infiltration Planters
Pervious Surface Area (ft^2)	N/A	13000	4800
Reservoir Volume (AF)	8.9	.09	.04
Design Percolation Rate	0.25	0.25	0.25
Time to Percolate (hours)	24	6	5
Volume Percolated in 24 hours (AF)	12.4	0.52	0.19
Total Volume Percolated in 24 hours (AF)=			13.11

Table 9C. below shows the quantitative targets and corresponding metrics that LASAN is submitting for this section of the report.

Table 9C. Quantitative targets and corresponding metrics

Project / Phase	Project Completion (1)		FY 20/21 (2)	
	Quantitative Target	Corresponding Metric	Quantitative Target	Corresponding Metric
	Annual Dry Season Discharges to Receiving Waterbody (each)	*Annual Maintenance Visits (each)*	*Project Task*	*Status Completion*
Wilmington Q	0	12	Concept	100%

Notes:
1. The metrics shown under this category will be the measure for which the projects will be evaluated to ensure they meet SCWP Goals through their life cycle.
2. The metrics shown under this category will be the measure for which the funds received for this Fiscal Year will be used.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Wilmington Q Street Local Urban Area Flow Management Project summarizing the main phases and tasks are included in **Table 10A** based on a start date of November 2020. The schedule includes baseline monitoring, design, permitting, construction, and optimization. Parallel to design, baseline monitoring would be performed to gather data to use while evaluating the Project. Post-construction monitoring data would be compared to the baseline data to optimize Project performance. It is anticipated that the Project duration will be close to 2 years through construction, with optimization continuing for an additional six months. O&M is assumed to be for a 50-year project useful life.

Table 10A. Conceptual Implementation Schedule

Task Name	2020				2021				2022				2023			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Baseline Monitoring																
Design																
Permitting																
Construction																
Optimization																

The proposed work schedule with the corresponding start and completion dates for all phases and tasks of the scope of work for the Project is provided in **Table 10B**.

Table 10B. Proposed Work Schedule

Activity ID	Activity Name	Original Duration(d)	Start	Finish
Wilmington Q Street Local Urban Area Flow Management Project				
Milestones				
A1210	Start	0	11/01/20	
A1220	Finish	0		12/01/23
Baseline Monitoring				
A1000	Monitor Existing Condition	181	11/01/20	04/30/21
A1010	Sampling and Testing	181	11/01/20	04/30/21
Design				
Utility Research				

A1020	Utility Research	120	11/01/20	02/28/21
Topographical Survey				
A1030	Topographical Survey	60	11/01/20	12/30/20
30% Design				
A1040	30% Design	180	12/30/20	06/21/21
A1100	Client Review Period	60	06/21/21	08/21/21
60% Design				
A1050	60% Design	120	06/21/21	10/01/21
A1090	Client Review Period	60	10/01/21	12/01/21
90% Design				
A1060	90% Design	60	12/01/21	03/01/22
A1110	Client Review Period	60	03/01/22	04/01/22
100% Design				
A1070	100% Design	30	04/01/22	06/01/22
A1120	Client Review Period	60	06/01/22	06/15/22
RFC Package				
A1080	RFC Package	15	06/16/22	07/01/22
Permitting				
A1130	Permit Process	270	04/26/21	06/01/22
Construction				
Demolition				
A1150	Demolition	30	09/01/22	10/01/22
Utility Relocations				
A1140	Utility Relocations	180	09/01/22	03/01/23
Drywell Installation				
A1160	Drywell Installation	90	01/01/23	04/01/23

Sidewalk Construction				
A1170	Sidewalk Construction	180	10/01/22	04/01/23
Landscape				
A1180	Landscape	30	06/01/23	07/01/23
Optimization (Close-Out)				
Inspection				
A1190	Inspection	15	06/15/23	07/01/23
Commissioning				
A1200	Testing and Commissioning	185	07/01/23	12/01/23

ACRONYMS AND ABBREVIATIONS

BMP	Best Management Practice
CWA	Clean Water Act
EWMP	Enhance Watershed Management Program
DAC	Disadvantage Community
FY	Fiscal Year
ISI	Institute for Sustainable Infrastructure
LAR	Los Angeles River
LABOE	Los Angeles Bureau of Engineering
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation and Environment
MS4	Municipal Separate Storm Sewer System
NBS	Nature-Based Solutions
NPDES	National Pollutant Discharge Elimination System
NGOs	Non-Governmental Organizations
RAA	Reasonable Assurance Analysis
SCWP	Safe Clean Water Program
SCW	Safe Clean Water
SSMB	South Santa Monica Bay
SIP	Stormwater Investment Plan
WASC	Watershed Area Steering Committee

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPCSMB04 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for MacArthur 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: City of Los Angeles, Bureau of Sanitation	
Name:	Kirk Allen	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626)458-4331	Phone:	(213) 485-0587
Email:	KALLEN@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

MacArthur Lake Rehabilitation Project

By:_____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

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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.



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.

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- 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.

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    - 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

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Attachment D

City of Los Angeles Safe Clean Water Program

MacArthur Lake Rehabilitation Project

Regional Scope of Work

FY 2020-21



Credit: MacArthur Charrette, USC Landscape Architecture Team

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Table of Contents

Executive Summary 1
Project Overview 1
A-1. Budget Plan 4
A-2. Consistent with SCW Program Goals 5
A-3. Estimated Reasonable Total Activity Cost 7
A-4. Funded Activity Description and Scope of Work 7
A-5. Operation and Maintenance (O&M) Plan 8
A-6. Pre-Construction & Post-Construction Monitoring Plan 9
A-7. Sustainability Rating 10
A-8. Stakeholder and Community Outreach/Engagement Plan 11
A-9. Tracking Infrastructure Program Project Benefits 14
A-10. Work Schedule and Completion Date 18
Acronyms and Abbreviations 19
References 20

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Executive Summary

The MacArthur Lake Rehabilitation Project will capture, store, and treat stormwater for beneficial use at the park. The collected and treated stormwater will offset potable water use for lake fill and irrigation. The proposed project will achieve water quality benefits for the MacArthur Park Lake as well as the Ballona Creek Watershed. The project will provide community benefits to the Westlake neighborhood, a disadvantaged community in Council District 1, through landscaping and land use improvements to preserve and enhance the utility of the park, a Los Angeles Historic Cultural Monument. The estimated project cost is $21M, which has been awarded through the Measure W Regional Funds for Round 1.

Project Overview

On November 6, 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water Program administered by the County of Los Angeles Flood Control District. Generating an estimated $285 million annually from a countywide, voter supported property tax assessment, the Safe Clean Water Program (SCWP) goals include:

- Implement a new plan for Los Angeles' water system to capture the billions of gallons of water we lose each year.
- Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.
- Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.
- Help protect public health, ensuring safer, greener, healthier communities.
- Prepare our region for the effects of a changing climate — including recurring cycles of drought, wildfire, and flooding.
- Require strict community oversight and independent auditing to ensure local monies raised would stay local.

The MacArthur Lake Rehabilitation Project is part of the Central Santa Monica Bay Watershed Area Stormwater Investment Plan (SIP), and was approved by the LA County Board of Supervisors on October 13, 2020 for SIP Regional funding.

The proposed Project is located in the Ballona Creek Watershed and is a 30-acre park located at 2230 West 6th Street, Los Angeles CA in the Westlake neighborhood of the city, south of West 6th Street and north of West 7th Street, as shown on **Figure 1**. It is bounded on the east and west by South Alvarado Street and South Park View Street, respectively. Wilshire Boulevard divides the Park into a northern and southern section. Additionally, the Metro subway Red Line runs east-west underneath the Park, south of Wilshire Boulevard.

The Park includes a community center, concert pavilion, soccer field, two playgrounds, and open space. The Park is a City of Los Angeles Historic Cultural Monument. The Park is currently heavily used by the community for a variety of recreational uses including fishing, picnicking, and recreational sports. There is also a significant amount of commercial activity in the Park and in adjacent sidewalks where vendors sell food, beverages, and various other products. The Lake is located on the southern portion of the Park along with an unused dock and open space. The soccer

field is a significant gathering area, as well as the concert pavilion, which hosts free summer concert series led by the non-profit organizations. The Park is also heavily used by the homeless population, and community organizations regularly distribute food and other resources at the Park. The Lake covers an area of approximately 7.8 acres and is supplied entirely by potable water.

The Project is designed to divert flows from the existing City owned storm drain system and direct it into the project for uses as described in this report. All runoff in the existing storm drain system is currently discharged to the MS4 downstream and ultimately the ocean. With the Project in place, 65.4 acre feet (AF) per year will be redirected from the storm drain system into the Park for treatment and reuse. This 65.4 AF per year also represents the reduction in potable water demand as the captured water will be treated and used to replenish Lake water in lieu of potable water as is the current practice.

The Project serves a drainage area of approximately 177 acres. The Project will divert stormwater from a 36-inch City owned storm drain located near the intersection of Wilshire Boulevard and Alvarado. The Project site generally slopes from north to south with approximately 20 feet difference in elevation between West 6th Street and West 7th Street.

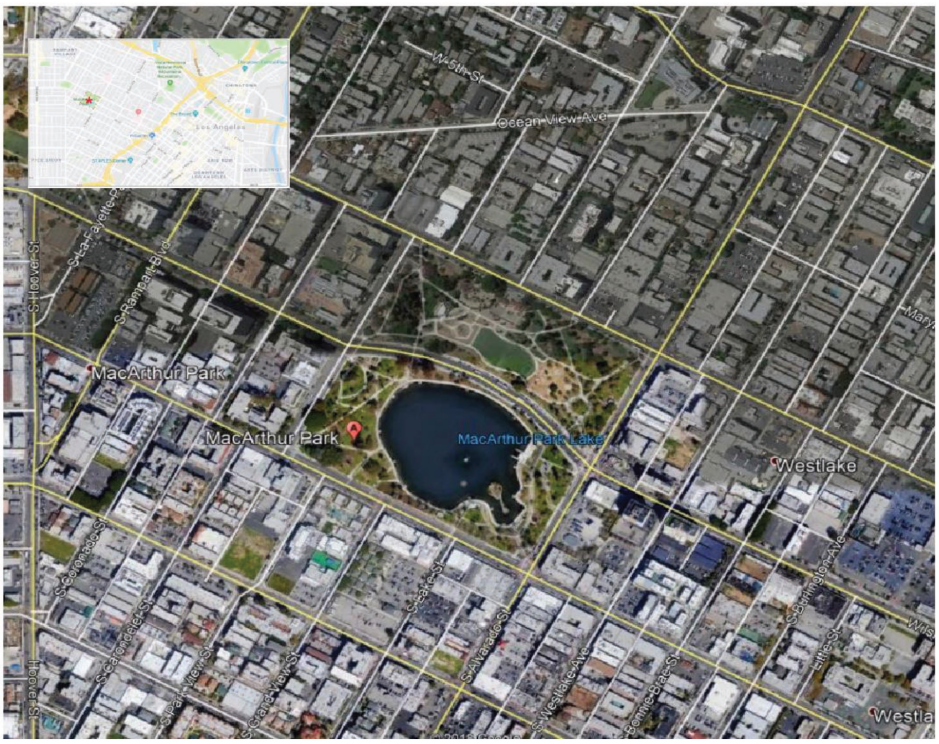

Figure 1-MacArthur Park Vicinity Map

The Project objective is to enhance water quality and reduce the use of potable water for the Park through the capture, treatment, and beneficial reuse of stormwater runoff at the site. The proposed Project will provide water-quality benefits to the Lake as well as the Ballona Creek Watershed. The Project will also provide community benefits to the Westlake neighborhood through landscaping and land use improvements to enhance the community's experience.

The Project will be capable of diverting up to 22 cubic feet per second (cfs) of runoff from 177 acres of urban watershed outside the Park, see **Figure 2**. It is anticipated that 100% of zinc (primary pollutant) and 100 % of trash (secondary pollutant) will also be removed from the Ballona Creek Watershed. In addition, biofiltration, bioswales, and wetland areas will provide filtration and additional removal of contaminants from the on-site stormwater before it enters the Lake. A recirculation system in the Lake will provide further water quality enhancement for irrigation. Project improvements will provide additional storage of over 12 acre-feet (AF), or 4 million gallons (MG) of diverted runoff—2 MG will be stored within deep storage and 2 MG will be stored within the Lake itself. The Project is expected to capture flow that will directly offset potable water use at the Park.

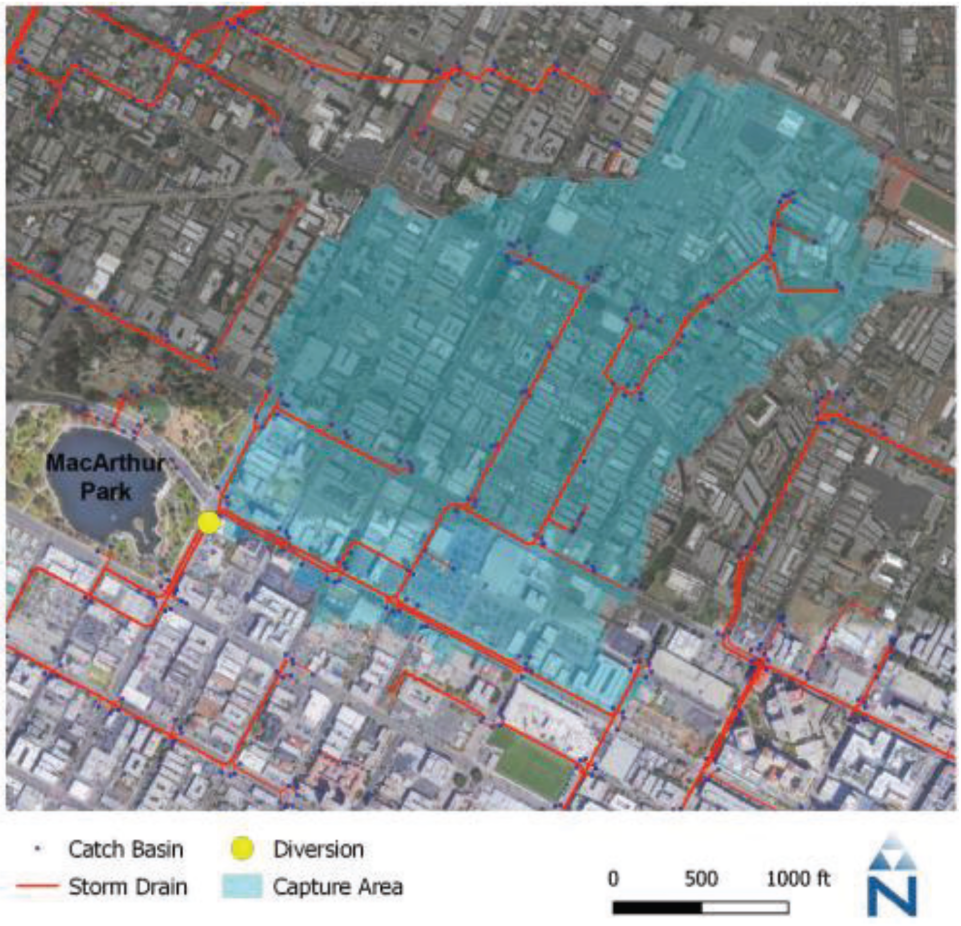

Figure 2-Drainage Map

A-1. Budget Plan

The Central Santa Monica Bay (CSMB) Watershed Area generates up to $17.84M of anticipated annual Regional Program funds. For Fiscal Year 2020/21, the CSMB Watershed Area Steering Committee (WASC) voted to include the MacArthur Lake Rehabilitation Project (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five (5) 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's SIP identifies the amount of the SCWP contribution for each Fiscal Year.

The Project is scheduled to be completed by Fiscal Year (FY) 24-25. The total cost for this Project estimated in the SIP was $20,043,718. This is the amount needed to design and construct the Project. The SCW Program contribution amount that was approved by the Los Angeles County Board of Supervisors on October 13, 2020 was exactly the same amount of $20,043,718. The estimated expenditures for FY 20/21 through FY 24/25, based on the work phases is presented **Table 1**.

Table 1- 5 Year Budget Plan

DEVELOPMENT PHASE	SCW Funding Per FY					
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Total Cost
Project Management & Enforcement	$180,000	$180,000	$180,000	$180,000	$180,000	**$900,000**
Monitoring	$150,000	$50,000	$50,000	$50,000	$50,000	**$350,000**
Pre- Design	$95,000	$195,000	-	-	-	**$290,000**
Design	$150,000	$450,000	$1,000,000	$50,000	-	**$1,650,000**
Bid & Award	$25,000	$25,000	$500,000	$25,000	$25,000	**$600,000**
Deployment/ Construction	$1,390,000	$1,010,000	$7,367,900	$4,242,900	$1,642,918	**$15,653,718**
Construction Management		$50,000	$150,000	$150,000	$50,000	**$400,000**
Permits	$10,000	$40,000	$150,000			**$200,000**
Total	**$2,000,000**	**$2,000,000**	**$9,397,900**	**$4,697,900**	**$1,947,918**	**$20,043,718**

A-2. Consistent with SCW Program Goals

The City's SCWP's goal is to maximize the benefits to water quality, water supply and community reinvestment for Los Angeles in the implementation of multi-benefit, nature-based stormwater SCW projects. The City's SCW Regional Scope of Work Plan that starts in (FY 20-21) outlines the budget plan and its consistency with the SCW Program Goals, the estimated total activity cost for the Project, the description and scope of work for the Project, the Operations and Maintenance (O&M) Plan, the Post Construction Monitoring Plan, the Sustainability Rating, the Public Outreach/Engagement Plan, the Tracking Infrastructure Program Project benefits, and the Work Schedule and Completion Date for the Project that will be funded by the SCWP Regional funds allocated to the City for this Project.

The Project was recognized by SCW Committees as an exceptional project for meeting SCW goals in particular its benefits to a Disadvantaged Community (DAC).

SCW scoring outlines how this project meets the SCW goals:

Wet Weather Water Quality Benefits: The first part of this scoring section shows that the Project BMP capacity in acre feet of 13.1 AF and the Capital Construction Cost of $13.092 M resulting in a Cost effectiveness of 1.0005. This value exceeds the threshold for scoring cost effectiveness value of 1, resulting in >1 AF capacity per Capital Cost in Millions. This provided a SCW Scoring Committee (confirmed) Project score of 20 points. The second part of the water quality scoring criteria is pollutant reduction. The removal of 100% of primary pollutants (Zinc), and 100% of secondary pollutants (Trash) will be diverted from the MS4 for the given land uses. This resulted in a confirmed score of 30 points. The final, confirmed wet weather water quality benefits score is 50 points.

Significant Water Supply Benefits: The scoring criteria for the water supply benefits are split into two sections. The first section calculates the water supply Cost effectiveness for the total Life-Cycle cost per unit of AF of runoff volume captured for water supply. For this Project, the total annualized project Life-Cycle Cost per unit is $1,127,153 per AF. This value divided by 129.5 AF is greater than $2,500 per AF, which provides a score of 0 points for the first section. In the second section of water supply benefits scoring criteria, the yearly additional water supply volume from the Project is 129.5 AF per year. The Project will divert stormwater runoff, which will enter an offline treatment system for water recycling on site. The Project water supply benefit magnitude of 129.5 AF per year falls in between the magnitude ranges of 100 to 200 AF per year, which equates to a score of 5 points. The total score for the 2 sections resulted in 5 points for Water Supply Benefits per SCW scoring criteria.

Community Investments Benefits: The Project partners will provide 3 distinctive community investment benefits through the implementation of CDBG and Prop 68 projects, including the addition of street trees, native drought-tolerant landscaping. Three distinct community benefits are as follows:

- Improved flood management, flood conveyance, and flood risk mitigation through the Natural Treatment system.
- Restoring the access to fresh drinking water that was formerly available from the natural spring (now from potable resources only).

- Reducing local heat island effect and increasing shade by providing, 1000 square feet (SF) of native drought-tolerant landscaping, a succession plan for 99 new native trees
- Increasing the number of trees by 33 and adding 4,300 SF of vegetation at the site location for improved biodiversity and air quality.

The final score for Community Investment Benefits is 4 points.

Nature-Based Solutions: The Project will incorporate offline BMPs such as detention, through subsurface infiltration, and bio-filtration planters in strategic locations within the Project site area.

With the implementation of natural processes such as the installation of bio-filtration planters, stormwater is slowed, captured, detained, recirculated and absorbed in a manner that enhances biodiversity and green space while creating safer educational and recreational open spaces. Another BMP implemented in the project that provides nature-based solutions to capture and use stormwater as a resource is the project storage strategy. The wetland and right of way are modeled to maximize the treatment and capacity in a BMP that mimics the natural processes and offset potable water which restores the predevelopment hydrology. This equates to a score of 10 points.

Table 2-Quantitative Target and Metrics

SYSTEM TARGETS AND METRICS					
Project Phases / Quantitative Target	**Corresponding Metrics (percent completion)**				
	FY 20 - 21	**FY 21 - 22**	**FY 22 - 23**	**FY 23 - 24**	**FY 24 - 25**
Pre-Design	25%	75%			
Design		25%	75%		
Bid and Award			100%		
Construction	5%	5%	20%	70%	
Post Construction				30%	70%
Optimization				15%	85%

A-3. Estimated Reasonable Total Activity Cost

The Project is scheduled to be completed by Fiscal Year (FY) 24-25. The total cost for this Project is estimated to be $20,043,718, see **Table 3**.

Table 3-Detailed Estimate for Activity Cost for all Phases

ACTIVITY COST FOR ALL PHASES		
Tasks	**Cost**	**Estimated % of Total Cost**
Project Management & On-Site Enforcement	$900,000	4.5%
Monitoring	$350,000	1.7%
Pre- Design	$290,000	1.4%
Design	$1,650,000	8.2%
Admin /Bid & Award	$600,000	3.0%
Construction	$15,653,718	78.1%
Construction Management	$400,000	2.0%
Permits	$200,000	1.0%
Total Project Cost	**$20,043,718**	**100%**

A-4. Funded Activity Description and Scope of Work

The Project includes, but is not limited to, Best Management Practices (BMPs) designed to capture, treat and store runoff. The primary mechanism for the Project to achieve the stated objectives is through diversion and retention of storm runoff from the storm drain system for on-site use, as well as diversion to sanitary sewer for recycled water production. The Project diverts stormwater runoff at the 36-inch mainline storm drain at the intersection of Wilshire Boulevard and Alvarado Street. The Project uses underground storage, which will serve as raw stormwater storage fitted with pumps to also function as the Project pump station that discharges to the treatment facility.

The treated effluent from the treatment facility discharges to the Lake for storage of the treated stormwater in the Lake during a storm event. The storage makes up about half of the total Project storage space as raw water, with the Lake furnishing the remainder as treated water storage. All Project elements, including storage and treatment facility are located on public land and public right-of-way. All stormwater captured and stored by the Project is treated and used either directly for irrigation, or to replenish the Lake. The natural bioswales and infiltration meadows sized for wet-weather treatment of on-site watershed areas north of Wilshire Boulevard are also used as a treatment stream during wet weather. The Project has the flexibility for the effluent from the treatment facility to be pumped directly for Park irrigation. Drawdown of the Project retention volume is accomplished by pumping to the sanitary sewer, which conveys the water to the HWRP where it is used for recycled water production.

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

The development of an Operation and Maintenance (O&M) plan for the Project is due from the contractor at close out. A preliminary O&M plan will require constant effort and updates to point that the Project is fully designed and implemented. The City of Los Angeles Bureau of Sanitation (LASAN) will be the owner and operator of the infrastructure, and responsible for maintenance, monitoring, adaptive management, and tracking costs for long term maintenance of the Project. An O&M plan is necessary and essential to ensure the operability, performance and reliability of the components of the system through the lifespan of the infrastructure. Regular maintenance will ensure that the BMPs achieve the capture of intended runoff volume and remove pollutants. Recommended and anticipated operation and maintenance activities for the Project are as follows:

O&M Staff
It is estimated that the Project will require the addition of one new full-time member to the Park O&M staff. The new team member will be responsible for making sure that scheduled maintenance of the high rate treatment system (cartridge filters and UV) is performed on time. The new team member will also supervise the maintenance and upkeep of the natural treatment system on-site (bioswale and constructed wetlands). The estimated maintenance cost is not expected to increase beyond inflation as the Project does not use any complex mechanical systems.

Storage
Storage structures are equipped with industrial-grade dewatering submersible pumps. Any sediment finer than 100 microns entering the storage vessels will be discharged by the installed pumps. The pumps are fitted with flexible discharge hoses and are lowered and raised by suspension cables. Routine pump maintenance consists of raising the pumps once a year for inspection with a mobile crane and lowering back down in the storage structures. Access to the storage structure is via opening at street level. There is no need for entry into the tank at any time during the service life. Any deposited sediment is handled with the pumps.

Biofiltration, Bioswales
Biofiltration meadows are generally expected to be free of special maintenance requirements other than periodic cleaning by Park staff as part of routine O&M activities. Bioswales would be a part of the Park landscaped area with special vegetation and will require maintenance that is similar to other landscaped areas in the Park.

Wetlands
The new wetlands (filtration gardens, mangroves, Chinampas) would be a special part of the Park landscaped area with different vegetation. It will require specialized maintenance compared with other landscaped areas in the Park. The maintenance of wetlands will require the assignment of at least one additional specialized staff to the Park O&M team.

A detailed O&M plan based on the final Design and installation is a deliverable that will be included at Bid and Award (B&A), so that Contractor is aware that he must compile a report based on monitoring goals, and testing that specifies materials, costs, pump replacement, and valve and run schedule information. This package is due at close out. At a minimum, it will specify necessary upkeep to preserve the porosity of media, vitality of plants, and quality of treatment over the lifespan of the project. For a 50 Year CIP, and assumption for “Lifetime” means wear of 1/50th

per year, on non-replaceable items. Other wear or replacement assumptions will be made on a case by case basis.

A-6. Pre-Construction & Post-Construction Monitoring Plan

Pre-Monitoring

The main purpose of Project pre-monitoring is to establish and define the existing ecological conditions in the Lake in the form of tangible environmental parameter data. The pre-monitoring will also measure any dry weather flow contributions to the Project. For the Project, the key to the pre-monitoring objectives and activities are:

1. Assess and define the ecological health of the Lake in terms of:
    a. Fish and invertebrate population and diversity.
    b. Aquatic organism health.
    c. Water chemistry and water quality.
2. Establish existing Lake water quality:
    a. Algae, phytoplankton, and chlorophyll.
    b. Dissolved organic material.
    c. Conductivity, salinity, and total dissolved solids.
    d. DO.
    e. pH.
    f. Turbidity, TSS, and water clarity.
    g. Transmissivity (for UV disinfection).
    h. Water temperature.
3. Establish storm drain dry weather flow and quality:
    a. Average flow, annual yield.
    b. Pollutants and loads.

The pre-monitoring would start about three months in advance of pre-design and continues for a duration of at least six months.

Post-Construction Monitoring

A detailed post-construction monitoring plan based on regulatory requirements, system performance and water quality design targets, would be prepared. The targets would also be the basis of the deliverables produced in the Pre-Design Report, and which would be included in the Contractor's O&M report. The Report would include methods and materials to operate and maintain so that post-construction monitoring targets are achieved. A demonstration of meeting these targets must be demonstrated at project Close Out. The stormwater quality monitoring data will be collected and reported in a way that is consistent with the SWRCB database and the CEDEN for a period of three years. Post-Construction Monitoring Plan examples are shown in **Figure 3**.

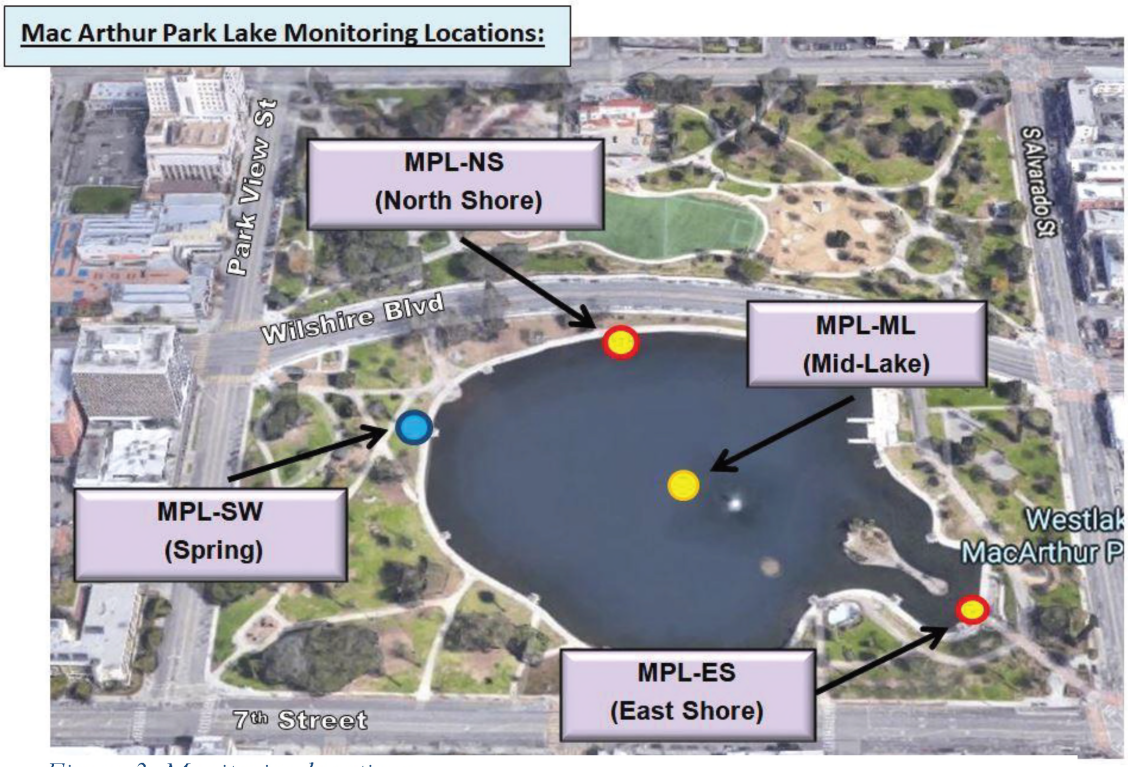

Figure 3- Monitoring locations

A-7. Sustainability Rating

The commitment of the City of Los Angeles to use Envision draws attention to the importance and value of developing infrastructure more sustainably. Envision was developed in joint collaboration between the Zofnass Program for Sustainable Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure (ISI). 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 and hence, 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 to either proceed with the Envision certification application or to pursue an assessment by an alternative, Biodiversity or LEED sustainability rating system.

A-8. Stakeholder and Community Outreach/Engagement Plan

The City of Los Angeles recognizes the important role that community outreach and community engagement plays in the County of Los Angeles' Safe Clean Water Program and the regional infrastructure projects funded by this program. The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts.

Before engaging with the community, the Project team should determine the type of engagement and input desired. Different approaches have different benefits and challenges that should be evaluated in the context of the Project objectives and the community history with projects of this type. Often, a customized approach can be developed that provides the space for community input but does not over-constrain the project execution. Technical discussion is important in the discussions with the public, but it should be realized that subsurface features will quickly fall out of mind with the general public. Community enhancements (aesthetic or otherwise) that the public can see/feel/enjoy will present the best opportunities for garnering public support. Communication efforts and tools will need to enable the community to visualize the Park and the surrounding neighborhood once the Project improvements are implemented. In addition, outreach efforts should welcome the community into the process in a meaningful way to encourage a sense of ownership in the Project's long-term success as a vehicle that may improve the area's quality of life for its existing residents and stakeholders. It should be noted that many Park users are primarily Spanish speakers so outreach staff should be completely Spanish fluent and all materials should be dual language (English/Spanish).

The Project presents unique challenges due to the fact that there have been several projects proposed at the Park, some of which have been completed, while others are yet to be funded or fully vetted. For example, in 2015 through 2016, initial infrastructure was constructed that enabled the Park to be irrigated using filtered and UV treated Lake water, which improved water quality and reduced the Lake's freshwater usage. Limited outreach on the future of the Park was conducted by LASAN at a December 2018/January 2019 MacArthur Park Ecosystem Intercollegiate and Professional Restoration Charrette with the project team and representatives from local colleges and universities who worked together to develop concepts for the future of the Park

Attendees at the MacArthur Park Charrette at Work

Because of the past work and due to public awareness about the City's interest in implementing other future projects at the Park, stakeholder outreach efforts for the Project will need to clearly identify to the public what the current project scope elements are and how to distinguish them from potential future Park improvements that are not yet fully defined or funded, but which have been the subject of past media coverage and previous community outreach efforts.

Potential Project Benefits and Concerns

The Project's primary benefits are related to water quality. Those water-quality objectives are enhanced through additional, community-enhancing infrastructure, educational opportunities and landscaping that will provide a diverse sequence of experiences for Park goers.

Stakeholder outreach, education, and communication will be critical to the success of the Project. While there are several community enhancements and benefits associated with this Project, as with any public infrastructure project, potential concerns could arise. Direct impacts from construction such as reduced access to the Park and traffic impacts to surrounding streets will need to be

analyzed and included in the community engagement conversation. Previous media reports have commented on the potential for gentrification in the Westlake area based on earlier proposals for projects in the Park and the surrounding community. Users of the Park and the surrounding streets will need to be included in the outreach discussions, as Project implementation could affect those activities.

Project Onset

The City of Los Angeles has conducted several project discussions with Mayor's staff, Recreation and Parks, and Council District 1. However, upon the Project's onset, revisiting this discussion and holding initial coordination meetings will be critical in (1) Inviting community to share ideas on site opportunities and constraints in outreach, and various 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, Department of Transportation, and LA Department of Water and Power 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 has met with staff from Councilman Gil Cedillo's office (Council District 1) to discuss preliminary outreach, and held site visits at the Project location to seek input from Local Universities and Council staff. LASAN still welcomes information regarding the following:

Identify community stakeholders for outreach and engagement, including but not limited to:

- Westlake/MacArthur Neighborhood Council
- Local Funding
- LA Unified School District
- Los Angeles Homeless Services Authority
- Additional NGOs and CBOs as identified by LA City Council District 1

The project team will extend courtesy briefing invitations to Los Angeles Mayor Eric Garcetti, 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 Council District 1, reports such as were generated for the MacArthur Charrette are tools for community outreach and engagement, and new methods and materials will be developed and implemented throughout the life of the Project.

The following community outreach methods and materials may 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 Neighborhood Council for further dissemination to resident's 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 Daily Breeze, San Pedro News Pilot 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 1 staff, Neighborhood Council members and Local School representatives, 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, farmer's markets)

Upon completion of the Project and throughout the 50-year life of the Project, operations and maintenance are funded through the Safe Clean Water Program, LA Sanitation will develop community outreach activities to occur biennially to remind residents of the Safe Clean Water Program contribution to the Project.

Note: The City of Los Angeles will adhere to the County of Los Angeles' Department of Public Health's COVID-19 guidelines on events, community meetings and gatherings in relationship to the community outreach and engagement components for this 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 one community engagement activity.

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

Proposed Infrastructure:

The Project will provide multi-benefit Park improvements through water-quality infrastructure, enhancement of recreational experiences, cultural and learning experiences, habitat and biodiversity enhancement, and sustainable practices.

The following is a brief summary of the core stormwater Project elements. Enhanced landscaping features that are part of Project are described later in this section. Taken as a whole, the Project features will improve water quality and reduce the need for potable water use for irrigation, as well as Lake blowdown and refilling. Should Lake blowdown be necessary, the Lake will first be filled with captured stormwater (if available), and blowdown flows will be sent to the sanitary sewer for recycling at HWRP.

Storm Drain Diversion: The storm drain diversion will be located at the intersection of Wilshire Boulevard and Alvarado Street, on the southeast edge of the Park. The storm drain tie-in location is at a higher elevation than the storage, which allows the water to flow by gravity to the hydrodynamic separator and deep storage.

Debris Removal (Hydrodynamic Separator): The hydrodynamic separator will be located adjacent to the storm drain tie-in. The separator works by creating a vortex that forces floatables and solids to the center of the system, where they are collected. The collection chambers are periodically cleaned out with a Vactor truck. The stormwater then flows out of the system by gravity through the effluent piping.

Storage: The required storage is estimated to be approximately 4 MG. The storage volume is 2-MG which will be achieved using storage infrastructure. The system will also utilize 2 MG of storage volume in the Lake to achieve the desired total storm storage (4 MG of total storage). All stormwater sent to the Lake will first pass through the treatment system.

Treatment: The existing system includes a media filter and UV disinfection, currently sized for a flow rate of 600 gallons per minute (gpm). The proposed changes would install additional units of both media filters and UV treatment to provide additional treatment capacity for the expected stormwater flow. The proposed system will add 900 gpm of pump and treatment capacity for a total of 1,500 gpm of treatment capacity.

Discharge to Sewer: During certain scenarios, the Project is expected to send blowdown flows to the sanitary sewer and on to a water reclamation plant that has the potential to convert that water to recycled water for beneficial uses.

Biofilter, Bioswale, and Wetlands (Nature-Based Solutions): Figure 4 shows a plan of the proposed Park improvements associated with the Project. The biofilter, bioswale, and wetland area will provide filtration and removal of contaminants from the on-site stormwater before it enters the Lake.

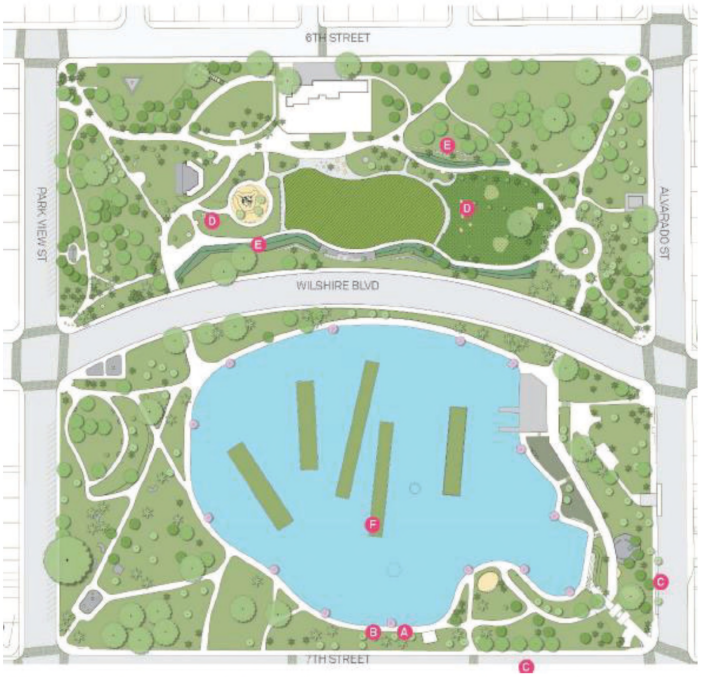

Figure 4-Proposed Park Improvements for MacArthur Park

The water will flow through the biofilter area and bioswale area on the northern side of Wilshire Boulevard and will then flow through the existing tunnel and enter the Lake through the constructed wetland area. The Lake will also feature a series of floating wetlands which will remove contaminants. The additional water and filtration provided by these nature-based solutions will aid in maintaining the nutrient and TSS loadings to the Lake and will reduce the need for Lake blowdown and refilling with potable water. Trees will complement the wetland areas and provide additional visual interest as well as shade and habitat.

Landscape Project Elements: Landscape features focus on providing multi-benefit solutions that improve water quality, reduce the reliance on potable water sources, enhance and protect habitats, and complement existing recreational experiences. Taken together these elements should improve water quality in the Lake, reducing the need for blowdown and refilling of the Lake as well as benefiting the aquatic habitat. These include the following:

- **Biofiltration Meadows (North of Wilshire):** Biofiltration Meadows are located in the areas between Park paths and playfields. These meadows capture and filter surface runoff within the Park. Once treated, depending on the surface conditions at the Park, the water will either flow to the Lake or continue a surface flow in the Park and on to the storm drain system. Consisting of native vegetation, the meadows provide critical habitat for fauna and increase the ability to attract a diverse set of species to the Park.
- **Bioswale/Terraced Seating (North of Wilshire):** Located along the base of the slope north of Wilshire Boulevard, the bioswales and terraced seating will provide aesthetic and recreational benefits through the addition of native vegetation, biofiltration of runoff; and additional seating for viewing of sports games, gathering, and informal activities. The system captures and filters surface runoff along the slope from Wilshire Boulevard. Depending on the conditions in the Park, the treated water either flows to the Lake or continues as surface flow in the Park and ultimately to the storm drain system. Concrete seat walls built into the slope

provide seating for viewing playfield activities. Replacing existing turf with native vegetation and trees reduces irrigation needs and provides valuable habitat for fauna in the Park. Additional trees will provide shading benefits to Park users utilizing the seating, while reducing the heat island effect and enhancing the user experience.

- **Floating Wetlands (In-Lake Nature-Based Solutions)**: The floating wetlands will reduce the overall Lake area to help reduce evapotranspiration as well as filter water through the roots of the planting system. These floating wetlands can help reduce algae by cycling phosphorus and nitrogen and reducing TSS, which cause cloudy water. The second main benefit is creating diverse habitat and aiding in the health of the aquatic habitat in the Lake. The floating wetlands will also add an interesting visual element to the Lake, providing an aesthetic benefit to users.

Benefits

A key value of this site is in restoring access to an historic and essential community resource. It will enhance evaporative cooling in extreme heat for vulnerable populations. Offline treatment and uses from lateral flows will augment capture from the storm drain, and will add BMPs in the park areas, street areas, sidewalks, curbs, and gutters along the entire Project site and make technology (monitoring) improvements that will also provide community safety and educational objectives. The Project includes planning and succession of native shade trees in an ornamental landscape.

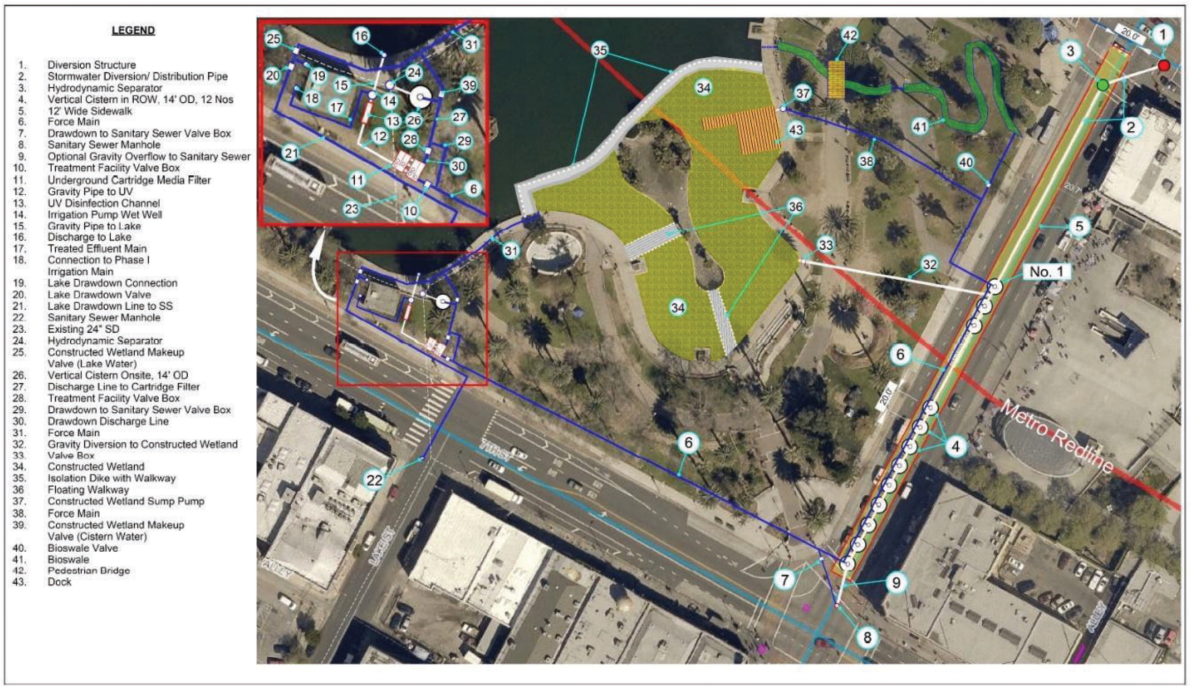

Figure 5- Proposed Site layout To be refined with outreach and Pre-Design Investigations (Source: Carollo Engineers, Feasibility study)

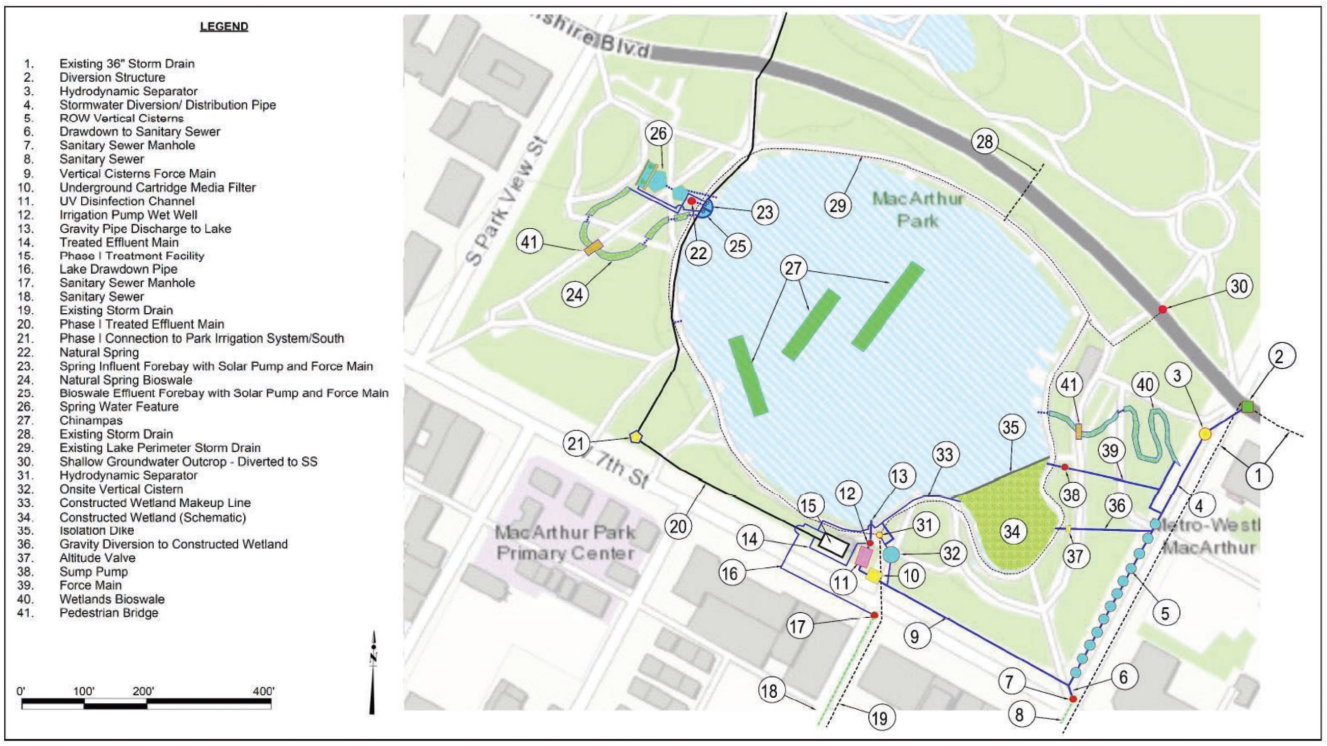

Figure 6-Proposed Site layout Areas A & B (Source: Carollo Engineers, Feasibility study)

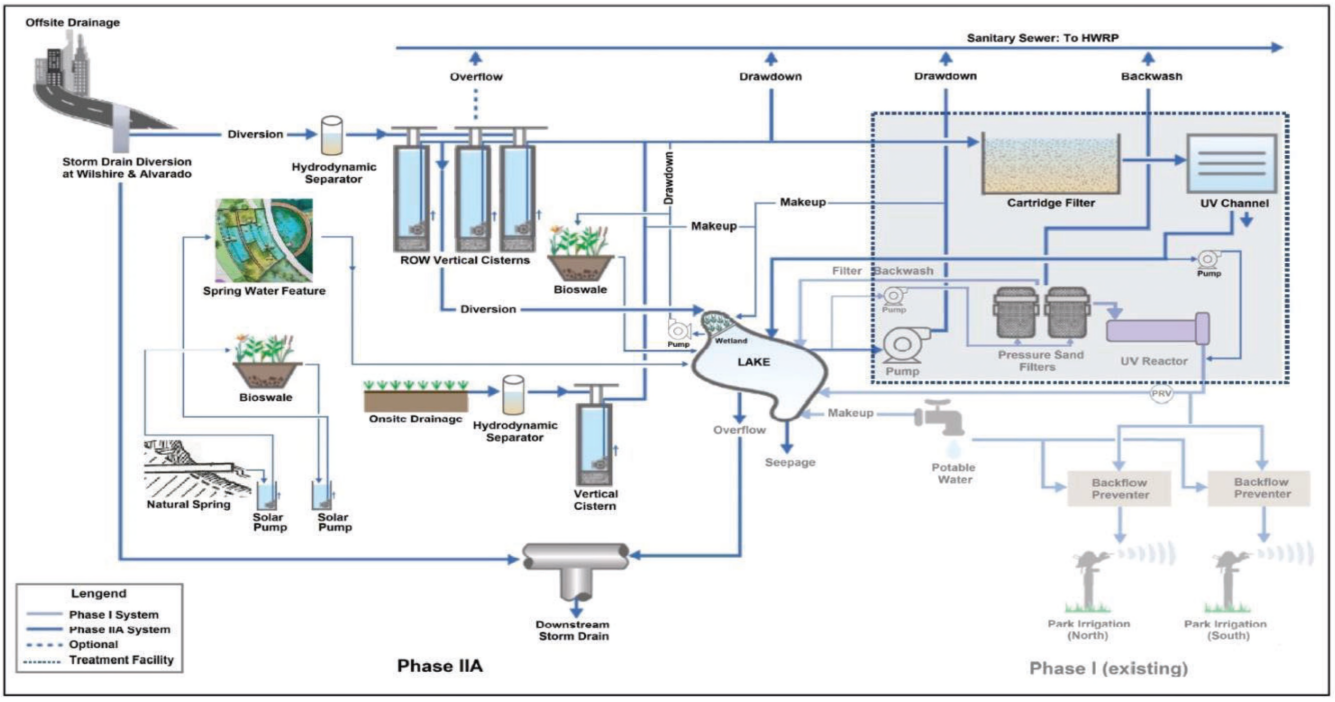

Figure 7- Schematic Phase I and II Flow diagrams (Source: Carollo Engineers, Feasibility study)

A-10. Work Schedule and Completion Date

Implementation Schedule

The preliminary 5 year CIP Project implementation schedule is provided in **Table 6**. The schedule includes finalizing the feasibility report, Pre-design plans, Design plans, Bid and Award, Construction, Post Construction and Optimization.

Table 6-Implementation Schedule - 5-year CIP

PROJECTED PROJECT SCHEDULE DETAIL (BAR CHART)																				
	FY 2020/21				FY 2021/22				FY 2022/23				FY 2023/24				FY 2024/25			
	2020		2021		2021		2022		2022		2023		2023		2024		2024		2025	
	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ
Pre-Design																				
Design																				
Bid and Award																				
Construction																				
Post Construction																				
Optimization																				

Acronyms and Abbreviations

AF	Acre Feet
AOC	Administrative Oversight Committee
BMP	Best Management Practice
CDBG	Community Development Block Grant
CSMB	Central Santa Monica Bay
CEQA	California Environmental Quality Act
CWA	Clean Water Act
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
HWRP	Hyperion Water Reclamation Plant
ISI	Institute for Sustainable Infrastructure
LA	Los Angeles
LACDPW	Los Angeles County Department of Public Works
LACFCD	Los Angeles County Flood Control District
LADWP	Los Angeles Department of Water and Power
LASAN	Los Angeles Sanitation and Environment
LABOE	Los Angeles Bureau of Engineering
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations
O & M	Operation and Maintenance
OWLA	One Water Los Angeles
SIP	Stormwater Investment Program
SF	Square Feet
SWF	(LASAN) Storm water Facility
SCW	Safe Clean Water
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling Systems

References

- Feasibility Study Report_ MacArthur Park Project by City of Los Angeles, Bureau of Sanitation.

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPULAR03 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Echo Park Lake Rehabilitation, 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: City of Los Angeles, Bureau of Sanitation	
Name:	CJ Caluag	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626) 458-4037	Phone:	(213) 485-0587
Email:	CCALUAG@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Echo Park Lake Rehabilitation

By:

_____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

DRAFT

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.



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.

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- 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.

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    - 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

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Attachment E

(Final -November 5, 2020)

City of Los Angeles Safe Clean Water Program

Echo Park Lake O&M Project

Scope of Work

FY 2020-21



Table of Contents

A-1. Budget Plan 3

A-2. Consistent with SCW Program Goals 4

A-4. Funded Activity Description and Scope of Work 7

A-5. Operations and Maintenance (O&M) Plan 10

A-6. Post-Construction Monitoring 16

A-7. Sustainability Rating 16

A-8. Stakeholder and Community Outreach/Engagement Plan 16

A-9. Tracking Infrastructure Program Project Benefits 16

A-10. Work Schedule and Completion Date 16

Abbreviations and Acronyms 17

A-1. Budget Plan

The Upper Los Angeles River (ULAR) Watershed Area generates up to $38.6M of anticipated annual Regional Program funds. For Fiscal Year 2020-2021 (FY20-21), the ULAR Watershed Area Steering Committee (WASC) voted to include the Echo Park Lake O&M Project (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The Stormwater Investment Plan (SIP) is an annual five-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 2020-2021 fiscal year. The total cost for this Project is estimated to be $400,000. In June 24, 2020 the SCWP Regional Oversight Committee approved the ULAR Stormwater Investment Plan (SIP), which included the Echo Park Lake Feasibility Study's request for O&M funding.

Table 1A. The SCW Program contribution for the Echo Park Lake O&M Project

FY 20-21	TOTAL
$400,000	**$400,000**

The City is committed to improving public health and the environment and will continue to seek additional sources of funding such as leveraging internal resources to support this and other stormwater projects in the City. At this time, the City is contributing upwards of $500,000 annually for operations, maintenance, monitoring cost and other activity to support the SCW funding. The Project's Budget Plan identifies the amount of Safe Clean Water Program (SCWP) Contribution for all phases and tasks included in the project's work schedule. The 18-month Budget Plan for the Project is shown in Table 1B. Since the funding is anticipated to be available during the second half of the 2020-2021 fiscal year and the next round will not be available until FY 22-23, we may need to stretch this fund into the 2021-2022 fiscal year.

Table 1B. Budget Plan for A-1

Development Phase	SCW Funding per Fiscal Year		
	FY 20-21	FY 21-22	TOTAL
O&M	$200,000	$200,000	**$400,000**

A-2. Consistent with SCW Program Goals

The Echo Park Lake O&M Project sustains the goals of the facilities that were constructed in 2014 as part Echo Park Lake Rehabilitation Project. The original project removed contaminated sediments, relined the lake bed and installed pretreatment devices and treatment wetlands to achieve water quality goals. A three-year optimization (evaluation) period concluded in June 2018 which defined the maintenance tasks and frequency needed to ensure sustainable operation, maintain water quality and protect public health. The Echo Park Lake O&M Project (Project) will allow the facilities to deal with the deferred O&M due to budget constraints.

The Project allows the existing facilities to meet their intended goals of providing open space, recreational amenities, flood mitigation, water quality and reduce water supply demand which are also stated objectives of the Safe Clean Water Program (SCWP) goals. The Project sustains the existing 13 acres of the lake for recreational public use purposes. The Project also mitigates flooding since the lake serves as an equalization basin. It captures 131 acre-feet per year of stormwater that is treated on site. By capturing that water, the on-site facilities which include physical pretreatment systems as well as natural wetlands, reduce the pollutants to protect the Echo Park Lake a waterbody that was impaired and subjected to TMDL standards regarding the impacts of nutrients. The project reduces the amount of zinc, copper and other primary pollutants that would otherwise reach the Los Angeles River. The facilities prevent the discharge of trash and sediment originating from the drainage area from reaching the Los Angeles River. The Project helps to meet the objectives of the Safe Clean Water Program. The SCW scoring evaluation, presented in the feasibility study (described below), for this Project outlines how this Project meets the SCW goals.

Water Quality-Cost Effectiveness
Water quality cost-effectiveness was calculated by finding the Project's maximum capacity for a 24-hour period. The Project implements and mimics natural processes to slow, detain, capture, and treat water in a manner that protects, enhances, restores habitat, green space and usable open space. Furthermore since these are already constructed facilities, the cost for the Project will allow sustaining the goals of the already expended capital costs.

Water Quality Benefits- Wet + Dry Weather
For this category, Project features were entered into the WMMS model, and the modeling results indicated an 82.7 percent zinc removal (primary pollutant), which is above the 80 percent required for the Project to receive the maximum points (20 points) in this category's primary pollutant portion. The Project blocks trash from most of the water inlets. The modeling showed that the Project's elements capture and infiltrate a total of 2.9 acre-feet of runoff, 85th percent of 131 acre-feet per year. Assuming trash is distributed uniformly across the drainage area (because land uses are generally evenly distributed), 100 percent of trash ultimately be directed to a

primary chamber for collection. This result is greater than the 80 percent required for the Project to receive maximum points.

Water Supply Benefits
The Echo Park Lake captures and stores 131 acre-feet of stormwater per year by removing this volume from local watershed. More specifically, the project integrated a diversion structure, hydrodynamic separators, wetland landscaping, aeration system, naturally draining terrains and water features which all need to be maintained. The lake requires occasionally filling by potable water but is offset by the captured dry and wet weather runoff by the project.

Community Investment
The O&M efforts of the Echo Park Lake continue to provide relief to the existing storm drain system, maintaining approximately 13 acres of lake and 4.4 acres of wetland and the water quality in the lake to support recreational opportunities such as boating, fishing, and bird watching. Additional benefits include maintaining passive recreation areas for such activities such as walking, running, and biking to improve the overall experience for community members.

Nature Based Solutions
Four wetland zones, or "cells," consisting of constructed wetlands are located on the lake's perimeter to remove nutrients and other pollutants from recirculated lake water and urban runoff entering the lake. Constructed wetlands do this by the settling of particulates, microbial reduction of nitrogen, and uptake and sequestration of nitrogen and phosphorus by biomass. They achieve this through other physical and biochemical reactions that take place passively. The wetlands have a range of depths and configurations as deep water, shallow water, floating vegetation, upper marsh, and lower marsh vegetation. Water levels vary in each wetland cell from less than six inches to approximately two feet. Some variations are beneficial for stormwater treatment and as a habitat for fish and wildlife.

Leveraging Funds and Community Support
At this time, the City contributes upwards of $500,000 annually for Operations, Maintenance, monitoring cost and other activity to support the SCW funding.

Quantitative Target and Corresponding Metrics
N/A

A-3. Estimated Reasonable Total Activity Cost

The detailed estimate for O&M tasks is included in the work schedule for the Project and is summarized in Table 3 below.

Table 3. Detailed Estimate for A-3

ACTIVITY COST FOR O&M	
Tasks	**Cost**
Trash & debris removal & disposal	$27,000
Apple Snails population control and dead animal removal	$15,000
Weed & Algae removal	$30,000
Care, replacement of aquatic plantings	$15,000
Repair and installation of safety barriers, bird deterrents, etc.	$12,000
Excess sediment removal from wetland 1	$99,000
Disposal of green waste and sediments; equipment, hauling, tip fees	$28,000
Inspection, repair, calibration of in-lake aeration, recirculation, monitoring systems (underwater)	$50,000
Sampling, analysis, quantification for algae/blue green algae	$18,500
Biological control treatments (for algae and cynanobacteria) and assessment	$42,000
Assessment and control of invasive species (frogs, turtles)	$10,000
Lotus bed upkeep, vector prevention	$3,000
Outreach and educational signage	$2,400
Staff management of consultant contracts (12% of total cost)	$44,000
Subtotal (1)	**$395,000**
Contingency (~1.2% of subtotal (1))	$5,000
Total PRD Project Cost Estimate	**$400,000**

A-4. Funded Activity Description and Scope of Work

The Project sustains and improves the performance of the existing facilities. Primary focus of this effort will be the utilization of contracted services to keep the lake and wetland ecosystems functioning. Critical daily or weekly tasks identified include: trash & debris removal & disposal; weed and algae removal and disposal of lake green waste; apple snail reduction; dead animal and fish removal; care and replacement of aquatic plantings; installation and repair of safety barriers and bird deterrents. Additional periodic tasks identified include: biological treatments for control of algae and cyanobacteria to maintain lake equilibrium and protect public health; sediment removal from wetlands; sampling, lab work and analysis for specific water quality parameters, impairments and toxins; inspection, repair and calibration of in-lake aeration, recirculation, monitoring systems (requires working underwater); lotus bed upkeep to maintain cleanliness and aesthetics; invasive species assessment and control; prevention of conditions causing vector issues; and environmental education (for example, DO NOT FEED BIRDS signage) and outreach to the community (website info, public tours).

The Project may include other activities that are associated with the ongoing O&M as needed. Work may include increased cleaning, adjustments for controls, removal/disposal of accumulated lake sediment, optimal cleaning regime and trash/debris removal, replanting and monitoring of wetland vegetation, invasive control of primrose and apple snails, maintenance-repair or replace of bird ex-closures, pro-active biological control for algae and blue-green algae (water quality sampling, testing, analysis and application), educational/warning signage, community partnering, public information to benefit water quality and protect public health. Implementing these activities contribute to the existing O&M activities for prolonging the life of the park and enhancing the community benefits.

The Project resides 2 miles north of Downtown Los Angeles and is located at 751 Echo Park Avenue in the Echo Park/Silver Lake community of Los Angeles. Land use directly along Echo Park Avenue and Glendale Boulevard are primarily residential & commercial structures throughout the Project area.

The area is located within the ULAR Watershed in the Echo Park community of Los Angeles and within Council District 13. Figure 1 depicts the lake and the surrounding park. Table 4A provides the breakdown by land use area for the Project area.

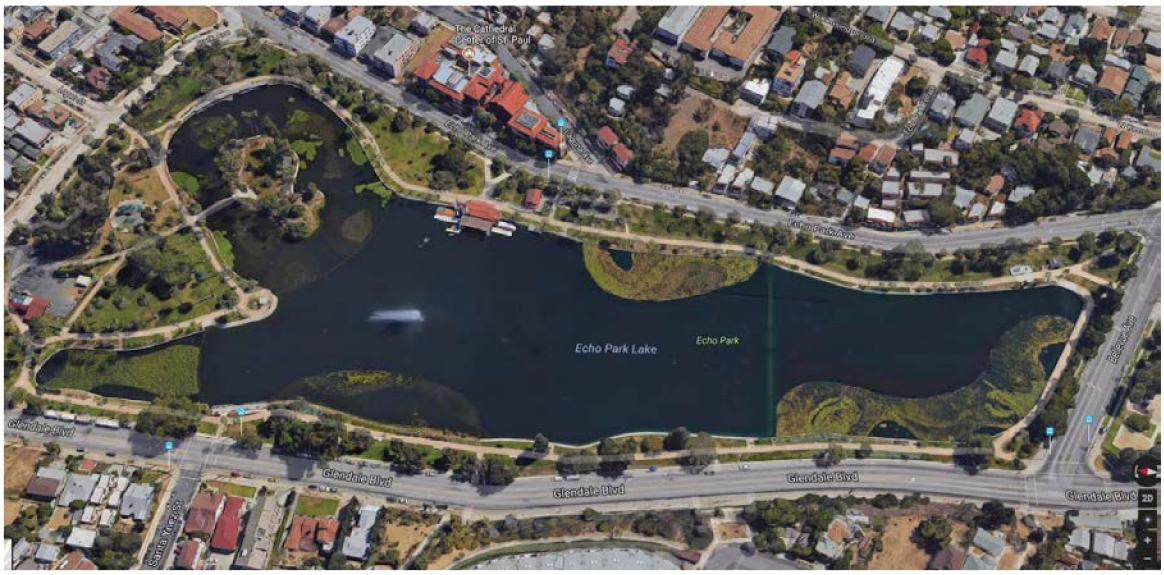

Figure 1. Echo Park Lake O&M Project Overview

Table 4A. Land Use Information for the Echo Park Lake O&M Project Area

Land Use	Area (acres)	Percent of Area
Single Family Residential	289	14%
Multi-Family Residential	1,771	28%
Open Space/Roads/Commercial	2,519	58%
Total	**4,579**	**100.0%**

Tributary area that drains to Echo Park Lake is 784 AC. This Project benefits the community through reduced instances of flooding and beautification of the corridor. Additional benefits to the community include improved sidewalks in the areas where the Project features was placed as well as community benefits, such as a reduction in the heat-island effect, additional shade from trees, and air quality improvements. The Project does not displace any residents or businesses directly.

Relevant EWMP, TMDLs, and Compliance Metrics

The Echo Park Lake O&M Project is located in an area that falls under ULAR Watershed Enhanced Watershed Management Program (EWMP), which defines certain priorities for watershed management, including total maximum daily loads (TMDLs), control measures to improve water quality, and overall implementation strategies. Table 4 shows the applicable TMDLs for the Project area.

Table 4B. Applicable TMDLs

TMDL	LA RWQCB Resolution Number	Effective Date and/or EPA Approval Date
LA River Nitrogen Compounds and Related Effects	2012-010	08/07/2014
LA River Trash	2007-012	09/23/2008
LA River Metals TMDL	2010-003	11/03/2011
LA River Bacteria TMDL	2010-007	03/23/2012
Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL	2011-008	03/23/2012
Los Angeles Area Lakes TMDLs (Echo Park Lake)	USEPA	03/26/2012

This Project incorporates design principles defined in the EWMP for green streets. The Project reduces trash and metals flowing to the Los Angeles River (LA River), since Echo Park Lake has systems in place that captures solid materials from stormwater and dry weather runoff and prevent them from flowing downstream. The Project has significant green space in the Project area, which helps capture additional water and reduce bacteria and metals flowing to the LA River.

Project Site and Footprint

The Echo Park Lake Project is a 29-acre park which 13 acres is contributed to the lake and remaining one acre is dedicated to great space and walkways. The work for the Project is contained within the street and parkway's footprint for features both underground and on the surface.

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

This procedure describes the operation instructions for the equipment associated with Echo Park Lake located at 751 Echo Park Avenue, in the Echo Park/Silver Lake community of Los Angeles. Note, this is a comprehensive procedure that includes City leveraged efforts and SCW funded activities.

Operation of the Project is coordinated between the LA Sanitation and Environment (LASAN) and the Department of Recreation and Parks (RAP). LASAN's Clean Water North Collections and Clean Water South Collections Divisions staff is responsible for the mechanical operations of the lake, including the flow diversion pump station, hydrodynamic pre-treatment, lake pump station, and the recirculation and aeration systems. RAP assumes the responsibility for operating the fountain pump and maintaining the landscaping outside of the lake. An outside contractor that specializes in lake management was retained to oversee the lake plantings, and the inspection, assessment and upkeep of all wetlands at the Echo Park Lake. The end of this section provides a listing of the O&M activities between LASAN staff, LASAN contractor and RAP staff. These activities constitute the permanent O&M plan of the Echo Park Lake facilities.

System Overview

Stormwater flow is diverted from both the eastern side of the lake from Echo Park Avenue and the western side of the lake from Glendale Boulevard. Dry weather flows from both the Glendale Boulevard and the Echo Park Avenue storm drain systems are captured, and an average flow of 110,000 gallons per day (gpd) diverted to the lake through the northeast wetlands. Flows from the western side of the lake are controlled by a flow diversion pump station. The diversion system on the eastern side of the lake routes all dry weather flow and flows up to 25 percent (13 cubic feet per second [cfs]) of the water quality event (WQE) to achieve the water quality objectives for the lake. Flows greater than 13 cfs bypasses the lake utilizing the diversion system. Storm flows greater than the capacity of the existing bypass system will overflow into the lake.

Flow Diversion Pump Station

The flow diversion pump station along Glendale Boulevard consists of two submersible pumps (P1 and P2). The flow rate for each submersible pump is 195 gallons per minute (gpm). Stormwater accumulates in the wet well until the water level in the tank activates the pumps. This diversion pump system is designed to activate automatically when the water levels in the wet well are between three to five feet. Pumps are activated automatically one at a time as the wet well elevation rises and also turned off one at a time as the wet well elevation falls. Each pump flows through a three-inch check valve and three-inch gate valve. The three-inch lines from the sump pumps confluence to a four-inch force main to the hydrodynamic separator.

Hydrodynamic Pretreatment

Flows are routed from the diversion system to two hydrodynamic separators, which provide pretreatment to the incoming storm runoff to the lake. Hydrodynamic separators are for removal of trash, debris, sediments, and oil and grease. The stormwater diverted from Glendale Boulevard and Echo Park Ave is conveyed to the hydrodynamic separator's diversion chamber. A diversion weir then guides the flow into the unit's separation chamber where a vortex is formed using the hydraulic energy of the stormwater flow. The vortex separates much of the suspended solids, which settle into a sump where they remain until removed during periodic maintenance. Floatable and neutrally buoyant debris are retained by the stationary separation screen, which resists blockage due to the washing vortex.

Wetland Treatment

Four cells of constructed wetlands are located around the perimeter of the lake to help remove nutrients and other pollutants from the urban runoff entering the lake. Constructed wetlands remove nutrients, both by the uptake through plants and the additional physical and biochemical reactions that take place in the constructed wetlands. The wetlands have a range of depths and configurations of deep water, shallow water, floating vegetation, upper marsh, and lower marsh vegetation. Water levels vary in each wetland cell from less than six inches to approximately two feet.

The storm drain inlet is located within Wetland Cell 1 in the northeastern lobe of the lake. This wetland surrounds an existing great blue heron rookery island. Three other constructed wetlands are located around the lake perimeter, numbered as Cells 2 to 4. Flow is recirculated around the lake to these wetlands to maximize the removal efficiency of the wetland treatment systems. The outlet structure for recirculation is located near Wetland Cell 4.

Lotus Bed

The 0.7-acre lotus bed at Echo Park is located at the northwestern portion of the lake. The lotus bed has historic and cultural significance, as well as water quality benefits, as the roots contain bacteria that enhance the denitrification process, depending on the growing conditions, and reduce the overall level of nutrients in the water.

Lake Pump Station

The lake pump station consists of two submersible pumps, one for recirculation and the other for the fountain. The fountain pump (P-100) has a flow rate of 1,900 gpm, and runs 24 hours a day at constant speed. The fountain pump is maintained by the Department of Recreation and Parks. The recirculation pump (P-200) has a flow rate of 600 gpm, and runs 24 hours a day constant speed. The recirculation system allows for water to be drawn from the south end of the lake and distributed to constructed wetlands at various locations throughout the lake, as well as the lotus beds. The recirculation system is designed to evenly distribute flow to 14 outlets via gate valves.

The recirculation system can be controlled either manually or by an automated control system. The 14 recirculation valves operate fully open at all times.

More oxygen from the lake aeration system helps reduce the potential for algal blooms. The aeration system consists of 16 pairs of diffusers controlled by four compressor sets housed in the lake pump station.

Lake Outlet Structure

The lake outlet structure is located at the southern end of the lake. On two sides of the outlet structure, an overflow opening and an adjustable height weir allows operational flexibility in managing the lake water surface elevation and water quality. During normal conditions the water surface elevation in the lake is maintained at 383 feet. The flow can either be recirculated to the pump station intake via an 18-inch pipe, or discharged to an outlet vault that connects to the Glendale Boulevard system via a 48-inch pipe at the bottom of the outlet structure.

Potable Water Line

Actual dry weather flow is less than the design flow of 110,000 gpd, and potable water is used to maintain lake levels. Potable water is added at the storm drain inlet chamber to supplement dry weather flow. The potable water is automatically controlled based on the water level in the lake. An average of one million gallons (MG) per month, or 33,333 gpd, of potable water is used.

Activities Performed by LASAN Staff

Flow Diversion Pump Station

1. Set the Flow Diversion Pumps priority (Lead/Standby), choice of P1,P2 or P2,P1.
2. Set the wet well level set points for the auto start and stop (3 to 5 feet).
3. Place Flow Diversion Pumps in Remote mode.
4. Place Flow Diversion Pumps in Auto.
5. Monitor Flow Diversion Pump Station Operation – ensure pumps are operating according to set points and priorities.
6. Secure Flow Diversion Pump Station pumps.

Lake Pump Station, Recirculation Pump

1. Place Recirculation Pump in Remote mode.
2. Place Recirculation Pump in Auto.
3. Monitor Recirculation Pump Station Operation.
4. Secure Recirculation Pump.

Recirculation System

1. Set all 14 valves to full open position.
2. Ensure all valves are operating properly.

Aeration System

1. Set all 16 aerators to 2 Standard Cubic Foot or Air per Minute (scfm).
2. Ensure all aerators are operating properly.

Lake Outlet Structure

1. Set the height of weir gates to 383 feet.
2. Open Weir Gates 1 and 2 to recirculate or drain lake.
3. Gate 3 recirculates flow to the pump station intake – should be open during normal operation.
4. Gate 4 drains water from the lake to the outlet structure – should be closed during normal operation.
5. Gate 5 drains the outlet structure to the 48-inch discharge pipe – should be closed during normal operation.

Station Maintenance - Flow Diversion Pump Station

Monthly

1. Inspect wet well monthly for floating debris.
2. Remove any excessive debris.

Preventative Maintenance

1. Perform preventative maintenance on pumps and electrical equipment as described in the pump Operation and Maintenance manual.

Hydrodynamic Separators

1. Inspect hydrodynamic separators monthly.
2. Clean hydrodynamic separators with a vacuum truck when unit is 85% full (twice per year and as necessary); the unit should only be cleaned when there is no flow entering the system.
3. During cleaning, power wash screen, inspect screen for damage and ensure screen is properly attached.

Lake Inlet Structure

1. Inspect lake inlet structure monthly.
2. Clean lake inlet structure twice per year and as necessary.
3. Record water usage for potable makeup water weekly.

Lake Pump Station, Recirculation Pump

Monthly

1. Inspect wet well monthly for floating debris.
2. Remove any excessive debris.

Every Six Months

1. Inspect wet well every six months for sedimentation.

2. Remove floating debris.
3. Close Gate 03 of lake outlet structure.
4. Pump down the wet well using the recirculation pump to the wet well floor level and make a visual inspection.
5. Remove any sediments accumulated at the bottom of wet well with a vacuum truck.

Preventative Maintenance

1. Perform preventative maintenance on pumps and electrical equipment as described in the pump Operation and Maintenance manual.

Recirculation System

1. Inspect all 14 recirculation stations.
2. Ensure all valves are operating properly.

Aeration System

1. Inspect aeration tubing and diffusers.
2. Ensure all aerators are operating properly.
3. Clean aeration filters and replace as needed.

Lake Outlet Structure

1. Inspect lake outlet structure monthly.
2. Ensure Gates 1 to 5 are operating properly.

Activities Performed by LASAN Contractor

Lake Maintenance

1. Vegetation
   a. Install vegetation quarterly as needed to maintain desired cover levels in each wetland. Replacement plants can be transplanted from vegetated areas elsewhere in the lake wetlands with the same depth.
   b. Remove undesirable plant species quarterly as needed.
   c. Remove floating algae mats weekly. Dispose in waste containers.
   d. Remove submerged aquatic vegetation (water weeds) bimonthly October through April and biweekly May through September. Dispose in waste containers.
2. Wildlife
   a. Remove apple snail egg clusters weekly from surfaces and plant stems, and snails as they are encountered. Scrub surfaces after egg mass removal. Collect in plastic bags and dispose in waste containers.
3. Water Quality
   a. Implement probiotic and aquatic dye application monthly during May through September.

b. Apply approved phosphorus inactivation compounds twice during May through September.

4. Physical Appearance
   a. Remove floating and visible debris weekly or as necessary.

Activities Performed by Department of Recreation and Parks Staff

Lake Pump Station, Fountain Pump

1. Place Fountain Pump in Remote mode.
2. Place Fountain Pump in Auto.
3. Monitor Fountain Pump Station Operation.
4. Secure Fountain Pump.

Lake Pump Station, Fountain Pump

Monthly

1. Inspect wet well monthly for floating debris.
2. Remove any excessive debris.

Every Six Months

1. Inspect wet well every six months for sedimentation.
2. Remove floating debris.
3. Close Gate 03 of lake outlet structure.
4. Pump down the wet well using the recirculation pump to the wet well floor level and make a visual inspection.
5. Remove any sediments accumulated at the bottom of wet well with a vacuum truck.

Preventative Maintenance

1. Perform preventative maintenance on pumps and electrical equipment as described in the pump Operation and Maintenance manual.

Landscaping (Outside of Lake)

1. Remove weeds and clear debris five times per week, or as necessary.
2. Perform selective cutting and pruning monthly from September through February, or as necessary.
3. Replace vegetation once per year, or as necessary.

Irrigation System

1. Inspect irrigation system weekly (after weekend) for leaks and dry areas.
2. Replace sprinkler heads and repair system as necessary

A-6. Post-Construction Monitoring

N/A

A-7. Sustainability Rating

N/A – The original project won various awards

A-8. Stakeholder and Community Outreach/Engagement Plan

N/A - Community outreach activities during O&M continues to provide information to residents and information about activities at Echo Park Lake. Outreach methods include tours of the facility, educational signage and social media updates.

A-9. Tracking Infrastructure Program Project Benefits

N/A

A-10. Work Schedule and Completion Date

All O&M activities funded by this agreement will be completed within the fiscal year

Abbreviations and Acronyms

AOC	Administrative Oversight Committee
BMP	Best Management Practice
CB	Catch Basin
CBO	Community Based Organization
CWA	Clean Water Act
DAC	Disadvantaged Community
DDS	Double Drywell System
DEM	Digital Elevation Model
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
ISI	Institute for Sustainable Infrastructure
ULAR	Upper Los Angeles River
LABOE	Los Angeles Bureau of Engineering
LACDPW	LA County Department of Public Works
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation and Environment
LAUFMN	Local Area Urban Flow Management Network
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations
O&M	Operation and Maintenance
ROC	Regional Oversight Committee
SCW	Safe, Clean Water
SCWP	Safe, Clean Water Program
SDS	Single Drywell System
SIP	Stormwater Investment Plan
TMDL	Total Maximum Daily Load
WASC	Watershed Area Steering Committee
WMMS	Watershed Management Modeling System
WPPQAPP	Watershed Protection Program Quality Assurance Project Plan

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPSSMB50 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Recalculation of Wet Weather Zinc Criterion, 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: City of Los Angeles, Bureau of Sanitation	
Name:	Kirk Allen	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626)458-4331	Phone:	(213) 485-0587
Email:	KALLEN@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Recalculation of Wet Weather Zinc Criterion

By: _____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

DRAFT

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.



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.

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- 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.

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    - 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

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Attachment F

City of Los Angeles Safe Clean Water Program

2020-21 Scope of Work for the Regional Scientific Study:

Recalculation of Wet Weather Zinc Criterion



Table of Contents

Contents

Executive Summary	3
A-1. Budget Plan	5
A-2. Consistent with SCW Program Goals	5
A-3. Estimated Reasonable Total Activity Cost	6
A-4. Funded Activity Description and Scope of Work	7
A-5. Operation and Maintenance (O&M) Plan	8
A-6. Post-Construction Monitoring Plan	8
A-7. Sustainability Rating	8
A-8. Stakeholder and Community Outreach/Engagement Plan	8
A-9. Tracking Infrastructure Program Project Benefits	8
A-10. Work Schedule and Completion Date	8

Executive Summary

Safe Clean Water Program
Creating a More Sustainable and Livable Future for Los Angeles

Background
On November 6, 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water Program (SCWP) administered by the County of Los Angeles Flood Control District. Generating an estimated $285 million annually from a countywide property tax assessment, the Safe Clean Water Program (SCWP) goals include:

- Implement a new plan for Los Angeles water system to capture the billions of gallons of water we lose each year.
- Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.
- Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.
- Help protect public health, ensuring safer, greener, healthier, and more livable spaces for all.
- Prepare our region for the effects of a changing climate—including recurring cycles of drought, wildfire, and flooding.
- Require strict community oversight and independent auditing to ensure local monies raised would stay local.

The SCWP includes both regional and municipal funding opportunities. On the Los Angeles County regional level, 50% of the revenues generated annually (an estimated $142 million) are allocated to Los Angeles County's nine watershed areas with the percentage of funds that each watershed area receives being proportional to the tax revenues collected within each watershed boundary. From the regional funds, up to 5% can be allocated to Scientific Studies, as indicated in the SCWP Ordinance.

When a Scientific Study is recommended for funding by a Watershed Area Steering Committee (WASC) through its Stormwater Investment Plan, funds will be provided to the City via a Fund Transfer Agreement similar to how funds are transferred for infrastructure projects. However, some of the reporting requirements that apply to infrastructure projects do not apply to the Scientific Studies program, as noted in specific sections of this document. The AOC will provide program oversight, with the Safe Clean Water (SCW) Special Fund tracking the revenues and expenditures for the program.

City's SCWP Scope of Work Plan for the Scientific Study titled: *Recalculation of Zinc Wet Weather Criterion.*

The Scientific Study, titled *Recalculation of Wet Weather Zinc Criterion* was submitted to three WASCs for consideration in the first round of proposals to the SCW regional funding program. The study was approved by the Upper Los Angeles River and South Santa Monica Bay WASCs. Funding was also sought from the Central Santa Monica Bay WASC, but no funding was approved for scientific studies in Round 1 by this particular WASC.

The overall budget for the Zinc Recalculation Study is $500,000. Of this amount, the City can expect to receive $410,717 from the SCWP according to the schedule outlined in Table 1, with $352,831 coming from the Upper Los Angeles River watershed, and $57,886 coming from the South Santa Monica Bay watershed. In order to extend the findings of this study to Ballona Creek, LASAN will seek to identify alternate sources of funding (in the amount of $89,283). Because the Zinc Recalculation Study has been funded in two SCWP watersheds, there will be two SCWP Regional Fund Transfer associated with this study. The scope of work contained in this document applies to both SCWP watersheds collectively, and will be referenced in both regional fund transfer agreements (Exhibit A).

The Study will use the latest available science to evaluate zinc toxicity in the Los Angeles River, Dominguez Channel, and Ballona Creek watersheds given the particular environmental conditions found in these watersheds. This site-specific evaluation may be used to efficiently allocate community funds, inform the type and placement of stormwater Best Management Practices (BMPs), and support attainment of water-quality requirements. Through an investment in scientific research (SCWP Goal I), the Study will support iterative planning and adaptive management (SCWP Goal L) that will contribute to the attainment of water-quality requirements (SCWP Goal A).

The water quality criterion for Zinc (in wet weather) is a key cost driver for the Enhanced Watershed Management Plans (EWMPs) in the City's watersheds; yet this criterion has not been updated in over 20 years. This study will use EPA-approved guidelines for recalculating the acute criterion for Zinc incorporating the most up to date peer-reviewed datasets that have become available since the criterion was established.

LASAN will serve as the study Lead. Additional collaborators may include MS4 Permittees and interested members of the community including Non-Governmental Organizations (NGOs). The findings of the Study will be provided to the Regional Water Quality Control Board with the ultimate goal of updating the water quality standards for these watersheds.

A-1. Budget Plan

The Scientific Study, *Recalculation of Zinc Wet Weather Criterion* (hereafter, referred to as the Zinc Recalculation Study) was proposed to three WASCs in the first round of proposals. The overall cost of this scientific study is $500,000, but funding was only approved in two of the three Stormwater Investment Plans, as outline in Table 1 below. Because of the importance of this study, and to maintain regional coherence among the watersheds, LASAN will seek to identify the remaining $89,283 that is needed to incorporate the Ballona Creek watershed into the scope of this study. The specific tasks and associated costs are outlined in Sections A-3 and A-4. Because the study will incorporate funding from two different SCWP watersheds, two regional fund transfer agreements will be associated with the Zinc Recalculation Study, but the scope of work contained herein, will apply to both agreements.

Table 1. SCW Program Contributions approved in SCW Stormwater Investment Plans.

Watershed Area	Year 1 (FY 20/21)	Year 2 (FY 21/22)	Year 3 (FY 22/23)	Total
Upper Los Angeles River	$88,207	$141,133	$123,491	$352,831
South Santa Monica Bay	$14,471	$23,154	$20,261	$57,886
Central Santa Monica Bay[1]	--	--	--	--
Total	**$102,678**	**$164,287**	**$143,752**	**$410,717**

[1]Note: The Central Santa Monica WASC did not include the study in their Stormwater Investment Plan (amount = $89,283).

A-2. Consistent with SCW Program Goals

Through an investment in scientific research (SCWP Goal I), this Study will support iterative planning and adaptive management (SCWP Goal L) that will contribute to the attainment of water-quality requirements (SCWP Goal A).

The recalculated zinc criterion resulting from this study may affect the placement, type, and number of BMPs needed to attain water quality requirements. This will allow water quality managers to target the most problematic areas using limited resources. The passing of Measure W marks a significant step forward in addressing water quality impairments that impact our region. However, it is commonly held that Measure W on its own will be insufficient in providing the funding that is needed to fully meet the regulatory compliance challenges that the City and other jurisdictions are facing. For example, if the current Zinc criterion is not updated, it is estimated that $6.5 Billion is needed to meet the current water quality targets. Based on similar recalculation studies, it is estimated that the Zinc Recalculation Study could result in a savings of $300 Million to $1.1 Billion in implementation costs. This savings could then be applied to other high priority water quality concerns.

A-3. Estimated Reasonable Total Activity Cost

The estimated costs for all tasks included in the scope of work for the Zinc Recalculation Study are summarized in Table 3A below.

Table 3A. Task Budget for the *Recalculation of Wet Weather Zinc Criterion Study*.

Task	Budget
Task 1: Conduct SIP Analysis	$40,000
Task 2: Develop Study Work Plan	$90,000
Task 3: Recalculation and Report	$210,000
Task 4: Implementation Report	$130,000
Task 5: Project Management	$30,000
Total	**$500,000**

Table 3B provides a list of milestones and expected completion dates for this study. The tasks associated with each of these milestones are described in further detail in Section A-4. The schedule may be revised to ensure sufficient time for Stakeholder review and input which is an important process incorporated throughout the study. Table 1 in section A-1 shows the amount of funding that is expected to be received for each year of the 3-yr study.

Table 3B. Key Milestones for the *Recalculation of Wet Weather Zinc Criterion Study*.

Milestone	Target Completion Date
Study Start Date	December 2020
Stakeholder Engagement	(ongoing through June 2023)
SIP Analysis Report (Draft)	December 31, 2020
SIP Analysis Report (Final)	April 30, 2021
Develop Workplan (Draft)	April 30, 2021
Develop Workplan (Final)	June 30, 2021
Recalculation and Report (Draft)	December 31, 2021
Recalculation and Report (Final)	June 30, 2022
Implementation Report (Draft)	December 31, 2022
Implementation Report (Final)	June 30, 2023

A-4. Funded Activity Description and Scope of Work

The study will utilize USEPA's Recalculation Procedure, which follows procedures that are similar to the USEPA process for developing national water quality criteria (WQC) for the protection of aquatic life. The Recalculation Procedure provides a method for adjusting the national toxicity dataset used to develop WQC based on more recent toxicity studies. The Recalculation Procedure consists of a stepwise process where toxicity data developed after USEPA criteria were published are reviewed and added to the historical toxicity data (if they meet stringent requirements). The updated toxicity dataset is then reviewed and, if appropriate, revised based on the local species present in the watershed so that the dataset reflects site-specific conditions. The new dataset is then used to calculate updated criteria following the same calculation methods USEPA used in developing the national WQC. Lastly, the updated criteria are compared to toxicity thresholds for key species in the study's watersheds to ensure they are protective.

The following section outlines the tasks of the study. A stakeholder engagement process is incorporated into each task. The stakeholder process is intended to support engagement during the development and implementation of the study with interested stakeholders (including environmental NGOs), an independent Technical Advisory Committee (TAC), and the Los Angeles Regional Water Quality Control Board (Regional Board). The stakeholder process would include identification of and outreach to potentially interested stakeholders, identification of TAC members, and a schedule for meetings and work product review. The TAC is expected to be comprised of two to three subject matter experts with relevant experience and who are not directly affiliated with organizations directly involved in the study. This will ensure that the views of all TAC members can be considered independent. The Regional Board would be consulted on the initial stakeholder list and the identification and selection of TAC candidates.

Task 1. Conduct State Implementation Plan Analysis: The Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (State Implementation Policy or SIP) outlines conditions that should be considered before evaluating water quality criteria, such as the acute zinc criterion, and potentially proposing changes. A SIP Analysis Report would be completed to provide the Regional Board with the technical and administrative documentation required by the SIP. This task would include meetings with stakeholders and the Regional Board to discuss the SIP Analysis Report. It is anticipated that a draft, revised draft, and final SIP Analysis Report would be developed as part of this task.

Task 2. Develop Study Work Plan: A Study Work Plan would be developed concurrent with the SIP analysis. The Work Plan would outline the processes for identifying new toxicity data, reviewing data acceptability, and collecting species diversity information within the study's watersheds. The Work Plan would also contain a detailed description of USEPA recalculation procedures and a detailed schedule that includes opportunities for review and comment by stakeholders and regulators. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Work Plan. It is anticipated that a draft, revised draft, and final Work Plan would be developed as part of this task. The Work Plan would be submitted to the Regional Board for approval.

Task 3. Recalculation and Report: Completion of the zinc recalculation would follow the Regional Board-approved Work Plan. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Recalculation Report. It is anticipated that a draft, revised draft, and final Recalculation Report would be developed as part of this task.

Task 4. Implementation Report: The Implementation Report is intended to provide information needed to support EWMP adaptive management and the Regional Board's consideration of potential modifications. The Implementation Report, along with the Recalculation Report, will be submitted to the Regional Board, and, based on the Regional Board's actions in response to the findings of these reports, the prioritization of BMPs in the EWMPs could be adaptively managed. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Implementation Report. It is anticipated that a draft, revised draft, and final Implementation Report would be developed as part of this task.

Task 5. Project Management: This task includes general project management and coordination.

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

Because this Study is not an infrastructure project, this section does not apply.

A-6. Post-Construction Monitoring Plan

Because this Study is not an infrastructure project, this section does not apply.

A-7. Sustainability Rating

Because this Study is not an infrastructure project, this section does not apply.

A-8. Stakeholder and Community Outreach/Engagement Plan

Because this Study is not an infrastructure project, this section does not apply. However, it should be noted that this Study will incorporate and rely upon Stakeholder involvement, as described in the scope of work provided in Section A-4.

A-9. Tracking Infrastructure Program Project Benefits

Because this Study is not an infrastructure project, this section does not apply.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for Zinc Recalculation Study is provided in **Table 10** based on a start date of December 2020. It is anticipated that the duration of the Study will be approximately 3 years to complete as specified in the table below.

Table 10. Proposed schedule for the *Recalculation of Wet Weather Zinc Criterion Study*.

Task	FY 2020/21 (7/1/20-6/30/21)				FY 2021/22 (7/1/21-6/30/22)				FY 2022/23 (7/1/22-6/30/23)			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Conduct SIP Analysis												
- Develop Draft Report												
- Stakeholder Review, Revisions, and Regional Board Approval												
Task 2: Develop Study Work Plan												
- Develop Draft Work Plan												
- Stakeholder Review, Revisions, and Regional Board Approval												
Task 3: Recalculation and Report												
- Develop Draft Report												
- Stakeholder Review and Revisions												
Task 4: Implementation Report												
- Develop Draft Report												
- Stakeholder Review and Revisions												
Task 5: Project Management												

Note: Schedule may be revised based on Stakeholder input to ensure sufficient time for review and feedback.

ACRONYMS AND ABBREVIATIONS

AOC	Administrative Oversight Committee
BMP	Best Management Practice
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
LASAN	Los Angeles Sanitation and Environment
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations
SCWP	Safe Clean Water Program
USEPA	United States Environmental Protection Agency
TAC	Technical Advisory Committee
WASC	Watershed Area Steering Committee
WQC	Water Quality Criteria

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, BUREAU OF SANITATION AGREEMENT NO. 2020RPULAR52 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, Bureau of Sanitation for Recalculation of Wet Weather Zinc Criterion, 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: City of Los Angeles, Bureau of Sanitation	
Name:	CJ Caluag	Name:	Shahram Kharaghani, PhD, PE City of Los Angeles, Bureau of Sanitation
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	City of Los Angeles, Bureau of Sanitation; 1149 S. Broadway, 10th Floor; Los Angeles, CA 90015
Phone:	(626) 458-4037	Phone:	(213) 485-0587
Email:	CCALUAG@dpw.lacounty.gov	Email:	san.safecleanwater@lacity.org

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 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.

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 2020-21 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 approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

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, Bureau of Sanitation

Recalculation of Wet Weather Zinc Criterion

By: _____

Name: Enrique C. Zaldivar

Title: Director and General Manager
LA Sanitation and Environment

Date: _____

Los Angeles:

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Department of Public Works

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Keith Lilley

Title: Assistant Deputy Director

For: Mark Pestrella

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

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

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

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

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

End-of-Activity		Every Third Fiscal Year		
Projected End Date	**Audit Report Due to District**	**SIP Fiscal Year**	**Audit Period**	**Audit Report Due to District**
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

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

B-7. Availability of Funds

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

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

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

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

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

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027

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.

- 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.

- 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

- 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:

    - 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).

- 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.

- 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.

- 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 2020-21 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. 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.

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: _____

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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.



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.

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- 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.

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    - 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

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Attachment G

City of Los Angeles Safe Clean Water Program

2020-21 Scope of Work for the Regional Scientific Study:

Recalculation of Wet Weather Zinc Criterion



Table of Contents

Contents

Executive Summary	3
A-1. Budget Plan	5
A-2. Consistent with SCW Program Goals	5
A-3. Estimated Reasonable Total Activity Cost	6
A-4. Funded Activity Description and Scope of Work	7
A-5. Operation and Maintenance (O&M) Plan	8
A-6. Post-Construction Monitoring Plan	8
A-7. Sustainability Rating	8
A-8. Stakeholder and Community Outreach/Engagement Plan	8
A-9. Tracking Infrastructure Program Project Benefits	8
A-10. Work Schedule and Completion Date	8

Executive Summary

Safe Clean Water Program
Creating a More Sustainable and Livable Future for Los Angeles

Background
On November 6, 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water Program (SCWP) administered by the County of Los Angeles Flood Control District. Generating an estimated $285 million annually from a countywide property tax assessment, the Safe Clean Water Program (SCWP) goals include:

- Implement a new plan for Los Angeles water system to capture the billions of gallons of water we lose each year.
- Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.
- Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.
- Help protect public health, ensuring safer, greener, healthier, and more livable spaces for all.
- Prepare our region for the effects of a changing climate—including recurring cycles of drought, wildfire, and flooding.
- Require strict community oversight and independent auditing to ensure local monies raised would stay local.

The SCWP includes both regional and municipal funding opportunities. On the Los Angeles County regional level, 50% of the revenues generated annually (an estimated $142 million) are allocated to Los Angeles County's nine watershed areas with the percentage of funds that each watershed area receives being proportional to the tax revenues collected within each watershed boundary. From the regional funds, up to 5% can be allocated to Scientific Studies, as indicated in the SCWP Ordinance.

When a Scientific Study is recommended for funding by a Watershed Area Steering Committee (WASC) through its Stormwater Investment Plan, funds will be provided to the City via a Fund Transfer Agreement similar to how funds are transferred for infrastructure projects. However, some of the reporting requirements that apply to infrastructure projects do not apply to the Scientific Studies program, as noted in specific sections of this document. The AOC will provide program oversight, with the Safe Clean Water (SCW) Special Fund tracking the revenues and expenditures for the program.

City's SCWP Scope of Work Plan for the Scientific Study titled: *Recalculation of Zinc Wet Weather Criterion.*

The Scientific Study, titled *Recalculation of Wet Weather Zinc Criterion* was submitted to three WASCs for consideration in the first round of proposals to the SCW regional funding program. The study was approved by the Upper Los Angeles River and South Santa Monica Bay WASCs. Funding was also sought from the Central Santa Monica Bay WASC, but no funding was approved for scientific studies in Round 1 by this particular WASC.

The overall budget for the Zinc Recalculation Study is $500,000. Of this amount, the City can expect to receive $410,717 from the SCWP according to the schedule outlined in Table 1, with $352,831 coming from the Upper Los Angeles River watershed, and $57,886 coming from the South Santa Monica Bay watershed. In order to extend the findings of this study to Ballona Creek, LASAN will seek to identify alternate sources of funding (in the amount of $89,283). Because the Zinc Recalculation Study has been funded in two SCWP watersheds, there will be two SCWP Regional Fund Transfer associated with this study. The scope of work contained in this document applies to both SCWP watersheds collectively, and will be referenced in both regional fund transfer agreements (Exhibit A).

The Study will use the latest available science to evaluate zinc toxicity in the Los Angeles River, Dominguez Channel, and Ballona Creek watersheds given the particular environmental conditions found in these watersheds. This site-specific evaluation may be used to efficiently allocate community funds, inform the type and placement of stormwater Best Management Practices (BMPs), and support attainment of water-quality requirements. Through an investment in scientific research (SCWP Goal I), the Study will support iterative planning and adaptive management (SCWP Goal L) that will contribute to the attainment of water-quality requirements (SCWP Goal A).

The water quality criterion for Zinc (in wet weather) is a key cost driver for the Enhanced Watershed Management Plans (EWMPs) in the City's watersheds; yet this criterion has not been updated in over 20 years. This study will use EPA-approved guidelines for recalculating the acute criterion for Zinc incorporating the most up to date peer-reviewed datasets that have become available since the criterion was established.

LASAN will serve as the study Lead. Additional collaborators may include MS4 Permittees and interested members of the community including Non-Governmental Organizations (NGOs). The findings of the Study will be provided to the Regional Water Quality Control Board with the ultimate goal of updating the water quality standards for these watersheds.

A-1. Budget Plan

The Scientific Study, *Recalculation of Zinc Wet Weather Criterion* (hereafter, referred to as the Zinc Recalculation Study) was proposed to three WASCs in the first round of proposals. The overall cost of this scientific study is $500,000, but funding was only approved in two of the three Stormwater Investment Plans, as outline in Table 1 below. Because of the importance of this study, and to maintain regional coherence among the watersheds, LASAN will seek to identify the remaining $89,283 that is needed to incorporate the Ballona Creek watershed into the scope of this study. The specific tasks and associated costs are outlined in Sections A-3 and A-4. Because the study will incorporate funding from two different SCWP watersheds, two regional fund transfer agreements will be associated with the Zinc Recalculation Study, but the scope of work contained herein, will apply to both agreements.

Table 1. SCW Program Contributions approved in SCW Stormwater Investment Plans.

Watershed Area	Year 1 (FY 20/21)	Year 2 (FY 21/22)	Year 3 (FY 22/23)	Total
Upper Los Angeles River	$88,207	$141,133	$123,491	$352,831
South Santa Monica Bay	$14,471	$23,154	$20,261	$57,886
Central Santa Monica Bay[1]	--	--	--	--
Total	**$102,678**	**$164,287**	**$143,752**	**$410,717**

[1]Note: The Central Santa Monica WASC did not include the study in their Stormwater Investment Plan (amount = $89,283).

A-2. Consistent with SCW Program Goals

Through an investment in scientific research (SCWP Goal I), this Study will support iterative planning and adaptive management (SCWP Goal L) that will contribute to the attainment of water-quality requirements (SCWP Goal A).

The recalculated zinc criterion resulting from this study may affect the placement, type, and number of BMPs needed to attain water quality requirements. This will allow water quality managers to target the most problematic areas using limited resources. The passing of Measure W marks a significant step forward in addressing water quality impairments that impact our region. However, it is commonly held that Measure W on its own will be insufficient in providing the funding that is needed to fully meet the regulatory compliance challenges that the City and other jurisdictions are facing. For example, if the current Zinc criterion is not updated, it is estimated that $6.5 Billion is needed to meet the current water quality targets. Based on similar recalculation studies, it is estimated that the Zinc Recalculation Study could result in a savings of $300 Million to $1.1 Billion in implementation costs. This savings could then be applied to other high priority water quality concerns.

A-3. Estimated Reasonable Total Activity Cost

The estimated costs for all tasks included in the scope of work for the Zinc Recalculation Study are summarized in Table 3A below.

Table 3A. Task Budget for the *Recalculation of Wet Weather Zinc Criterion Study*.

Task	Budget
Task 1: Conduct SIP Analysis	$40,000
Task 2: Develop Study Work Plan	$90,000
Task 3: Recalculation and Report	$210,000
Task 4: Implementation Report	$130,000
Task 5: Project Management	$30,000
Total	**$500,000**

Table 3B provides a list of milestones and expected completion dates for this study. The tasks associated with each of these milestones are described in further detail in Section A-4. The schedule may be revised to ensure sufficient time for Stakeholder review and input which is an important process incorporated throughout the study. Table 1 in section A-1 shows the amount of funding that is expected to be received for each year of the 3-yr study.

Table 3B. Key Milestones for the *Recalculation of Wet Weather Zinc Criterion Study*.

Milestone	Target Completion Date
Study Start Date	December 2020
Stakeholder Engagement	(ongoing through June 2023)
SIP Analysis Report (Draft)	December 31, 2020
SIP Analysis Report (Final)	April 30, 2021
Develop Workplan (Draft)	April 30, 2021
Develop Workplan (Final)	June 30, 2021
Recalculation and Report (Draft)	December 31, 2021
Recalculation and Report (Final)	June 30, 2022
Implementation Report (Draft)	December 31, 2022
Implementation Report (Final)	June 30, 2023

A-4. Funded Activity Description and Scope of Work

The study will utilize USEPA's Recalculation Procedure, which follows procedures that are similar to the USEPA process for developing national water quality criteria (WQC) for the protection of aquatic life. The Recalculation Procedure provides a method for adjusting the national toxicity dataset used to develop WQC based on more recent toxicity studies. The Recalculation Procedure consists of a stepwise process where toxicity data developed after USEPA criteria were published are reviewed and added to the historical toxicity data (if they meet stringent requirements). The updated toxicity dataset is then reviewed and, if appropriate, revised based on the local species present in the watershed so that the dataset reflects site-specific conditions. The new dataset is then used to calculate updated criteria following the same calculation methods USEPA used in developing the national WQC. Lastly, the updated criteria are compared to toxicity thresholds for key species in the study's watersheds to ensure they are protective.

The following section outlines the tasks of the study. A stakeholder engagement process is incorporated into each task. The stakeholder process is intended to support engagement during the development and implementation of the study with interested stakeholders (including environmental NGOs), an independent Technical Advisory Committee (TAC), and the Los Angeles Regional Water Quality Control Board (Regional Board). The stakeholder process would include identification of and outreach to potentially interested stakeholders, identification of TAC members, and a schedule for meetings and work product review. The TAC is expected to be comprised of two to three subject matter experts with relevant experience and who are not directly affiliated with organizations directly involved in the study. This will ensure that the views of all TAC members can be considered independent. The Regional Board would be consulted on the initial stakeholder list and the identification and selection of TAC candidates.

Task 1. Conduct State Implementation Plan Analysis: The Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (State Implementation Policy or SIP) outlines conditions that should be considered before evaluating water quality criteria, such as the acute zinc criterion, and potentially proposing changes. A SIP Analysis Report would be completed to provide the Regional Board with the technical and administrative documentation required by the SIP. This task would include meetings with stakeholders and the Regional Board to discuss the SIP Analysis Report. It is anticipated that a draft, revised draft, and final SIP Analysis Report would be developed as part of this task.

Task 2. Develop Study Work Plan: A Study Work Plan would be developed concurrent with the SIP analysis. The Work Plan would outline the processes for identifying new toxicity data, reviewing data acceptability, and collecting species diversity information within the study's watersheds. The Work Plan would also contain a detailed description of USEPA recalculation procedures and a detailed schedule that includes opportunities for review and comment by stakeholders and regulators. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Work Plan. It is anticipated that a draft, revised draft, and final Work Plan would be developed as part of this task. The Work Plan would be submitted to the Regional Board for approval.

Task 3. Recalculation and Report: Completion of the zinc recalculation would follow the Regional Board-approved Work Plan. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Recalculation Report. It is anticipated that a draft, revised draft, and final Recalculation Report would be developed as part of this task.

Task 4. Implementation Report: The Implementation Report is intended to provide information needed to support EWMP adaptive management and the Regional Board's consideration of potential modifications. The Implementation Report, along with the Recalculation Report, will be submitted to the Regional Board, and, based on the Regional Board's actions in response to the findings of these reports, the prioritization of BMPs in the EWMPs could be adaptively managed. This task would include meetings with stakeholders, the TAC, and the Regional Board to discuss the Implementation Report. It is anticipated that a draft, revised draft, and final Implementation Report would be developed as part of this task.

Task 5. Project Management: This task includes general project management and coordination.

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

Because this Study is not an infrastructure project, this section does not apply.

A-6. Post-Construction Monitoring Plan

Because this Study is not an infrastructure project, this section does not apply.

A-7. Sustainability Rating

Because this Study is not an infrastructure project, this section does not apply.

A-8. Stakeholder and Community Outreach/Engagement Plan

Because this Study is not an infrastructure project, this section does not apply. However, it should be noted that this Study will incorporate and rely upon Stakeholder involvement, as described in the scope of work provided in Section A-4.

A-9. Tracking Infrastructure Program Project Benefits

Because this Study is not an infrastructure project, this section does not apply.

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for Zinc Recalculation Study is provided in **Table 10** based on a start date of December 2020. It is anticipated that the duration of the Study will be approximately 3 years to complete as specified in the table below.

Table 10. Proposed schedule for the *Recalculation of Wet Weather Zinc Criterion Study*.

Task	FY 2020/21 (7/1/20-6/30/21)				FY 2021/22 (7/1/21-6/30/22)				FY 2022/23 (7/1/22-6/30/23)			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Conduct SIP Analysis												
- Develop Draft Report												
- Stakeholder Review, Revisions, and Regional Board Approval												
Task 2: Develop Study Work Plan												
- Develop Draft Work Plan												
- Stakeholder Review, Revisions, and Regional Board Approval												
Task 3: Recalculation and Report												
- Develop Draft Report												
- Stakeholder Review and Revisions												
Task 4: Implementation Report												
- Develop Draft Report												
- Stakeholder Review and Revisions												
Task 5: Project Management												

Note: Schedule may be revised based on Stakeholder input to ensure sufficient time for review and feedback.

ACRONYMS AND ABBREVIATIONS

AOC	Administrative Oversight Committee
BMP	Best Management Practice
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
LASAN	Los Angeles Sanitation and Environment
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations
SCWP	Safe Clean Water Program
USEPA	United States Environmental Protection Agency
TAC	Technical Advisory Committee
WASC	Watershed Area Steering Committee
WQC	Water Quality Criteria

Attachment H

BOARD OF PUBLIC WORKS
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DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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http://bpw.lacity.org

January 15, 2021

BPW-2021-0024

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENT - LANKERSHIM BOULEVARD URBAN FLOW MANAGEMENT NETWORK PROJECT

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Lankershim Boulevard Local Area Urban Flow Management Network - Regional Transfer Agreement, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee, to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addendums, subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the Transfer Agreement, without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement.

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

Sincerely,

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

FC:lc

BPW-2021-0024

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 15, 2021

CD: 2 and 6

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JAN 15 2021
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE LANKERSHIM BOULEVARD LOCAL AREA URBAN FLOW MANAGEMENT NETWORK PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittal, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Lankershim Boulevard Local Area Urban Flow Management Network - Regional Transfer Agreement (Transmittal 1), 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.

2. Authorize the Director and General Manager of LASAN, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the project.

3. Recommend electronic signature and execution of the Transfer Agreement (Transmittal 1), without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the Agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement, and provide a copy to Sheila Brice, Watershed Protection Division.

TRANSMITTALS

1. Lankershim Boulevard Local Area Urban Flow Management Network Project (Lankershim Boulevard Project) - Regional SCW Transfer Agreement between LASAN and the District including Exhibits A, B, C, D, E, and F.

2. Lankershim Boulevard Project Scope of Work.

DISCUSSION

The approval of the Lankershim Boulevard Local Area Urban Flow Management Network Regional Transfer Agreement (Agreement) will assist LASAN to execute and enter into an

agreement with the Los Angeles County Flood Control District (District). The Agreement establishes the requirements and conditions to receive the distribution of Safe, Clean Water (SCW) Regional Program funds for the Lankershim Boulevard Local Area Urban Flow Management Network Project (Lankershim Boulevard Project). After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full execution. The District will then return the fully executed Agreement to the City of Los Angeles (City) within 45 days.

Background

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

In December 2019, the City submitted the Feasibility Study for the Lankershim Boulevard Project to compete for Round 1 of the SCW Regional Infrastructure Program in the ULAR Watershed. The Lankershim Boulevard Project is a $25,696,900 project in Council Districts 2 and 6, and will provide benefits to a disadvantaged community through reduced instances of flooding and beautification of the corridor. The Lankershim Boulevard Project's goals include the improvement of water quality through the removal of primary and secondary pollutants from local water bodies, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing green and safe livable spaces.

The SCW Committees, which include the ULAR Watershed Steering Committee, the Scoring Committee, and the Regional Oversight Committee, reviewed and evaluated the Lankershim Boulevard Project's Feasibility Study. Based on the SCW defined criteria for water quality, water supply, and community reinvestment benefits, the Lankershim Boulevard Project was approved and included into the 5-year ULAR Stormwater Investment Plan. The Lankershim Boulevard Project was approved by the Los Angeles County Board of Supervisors on October 13, 2020 for SCW funding for FY 2020-21.

The Lankershim Boulevard Project will be funded through the SCW Regional Infrastructure Program. The SCW Regional Transfer Agreement establishes the requirements and conditions to receive the distribution of SCW Regional Program funds. The 5-year funding allocations for the Lankershim Boulevard Project include a yearly funding of $5,139,380 for five (5) years which totals $25,696,900.

To assist and facilitate the transfer of SCW Regional Program funds, the Los Angeles County Board of Supervisors approved the SCW Regional program Transfer Agreement Standard Template on June 9, 2020. Transmittal No. 1 (which includes Exhibit A, B, C, D, E and F) represents the adopted Regional Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

1) Exhibit A – Scope of Work
2) Exhibit B – General Terms and Conditions

3) Exhibit C – Special Conditions
4) Exhibit D – Addendum to Agreement
5) Exhibit E – Nature-based Solutions (Best Management Practices)
6) Exhibit F – Operations and Maintenance Guidance Document

Exhibit A requires LASAN to prepare the Lankershim Boulevard Project Scope of Work. LASAN has satisfied the requirements under the Agreement and the SCW Regional Program. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Section 5.594. The Regional SCW Funds will be disbursed within 45 days of the signed executed Agreement.

The Agreement provides for the disbursement of the SCW Program Contribution for FY 2020-21 and further provides that if the Lankershim Boulevard Project is included in a duly approved Stormwater Investment Plan for a subsequent FY, then the parties shall enter into an addendum (substantially in the form included as Exhibit D of Agreement) to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent FY.

Project Administration
LASAN will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and transmittals were approved by PRD on October 19, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Regional Program funding. Funds received from this Agreement will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Source 3181401.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2021.01.05 15:12:01 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Ilene Ramirez, Watershed Protection Division
213-485-3983

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DR. FERNANDO CAMPOS
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http://bpw.lacity.org

January 8, 2021

BPW-2021-0018

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENT - ORO VISTA LOCAL AREA URBAN FLOW MANAGEMENT PROJECT

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Oro Vista Local Area Urban Flow Management Project - Regional Transfer Agreement, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the Transfer Agreement, without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement.

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

Sincerely,

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

FC:lc

BPW-2021-0018
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JAN 12 2021
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JANUARY 12, 2021

CD: 7

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE ORO VISTA LOCAL AREA URBAN FLOW MANAGEMENT PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittal, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Oro Vista Local Area Urban Flow Management Project (Oro Vista Project) - Regional Transfer Agreement (Transmittal 1), 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.

2. Authorize the Director and General Manager of the LASAN, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the project.

3. Recommend electronic signature and execution of the Transfer Agreement (Transmittal 1), without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the Agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement, and provide a copy to Sheila Brice.

TRANSMITTALS

1. Oro Vista Project - Regional SCW Transfer Agreement including Exhibits A, B, C, D, E, and F.

2. Oro Vista Project Scope of Work (SOW) document.

DISCUSSION

The approval of the Oro Vista Local Area Urban Flow Management Project (Oro Vista Project) Regional Transfer Agreement (Agreement) will assist LASAN to execute and enter into an agreement with the Los Angeles County Flood Control District (District). The Agreement establishes the requirements and conditions to receive the distribution of the Safe, Clean Water (SCW) Regional Program funds for the Oro Vista Project. After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full

execution. The District will then return the fully executed Agreement to the City of Los Angles (City) within 45 days.

Background

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

In December 2019, the City submitted the Feasibility Study for the Oro Vista Project to compete for Round 1 of the SCW Regional Infrastructure Program in the ULAR Watershed. The Oro Vista Project is a $10,590,600 project in Council District 7 and will provide benefits to a disadvantaged community (DAC) through reduced instances of flooding and beautification of the corridor. The Oro Vista Project's goals will include the improvement of water quality through the removal of primary and secondary pollutants from local water bodies, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing green and safe-livable spaces.

The SCW Committees, including the ULAR Watershed Steering Committee (WASC), the Scoring Committee, and the Regional Oversight Committee, reviewed and evaluated the Oro Vista Project Feasibility Study together with the other competing project applicants. Based on the SCW criteria for water quality, water supply, and community reinvestment benefits, the Oro Vista Project was approved and included into the five-year ULAR Stormwater investment Plan (SIP). The Oro Vista Project was approved by the Los Angeles County Board of Supervisors on October 13, 2020 for SCW funding for FY 2020-21.

The Oro Vista Project will be funded through the SCW Regional Infrastructure Program. The SCW Agreement establishes the requirements and conditions to receive the distribution of SCW Regional Program funds. The 5-year funding allocations for Oro Vista Project include a yearly funding as follows:

Year	Funding Allocations
1	$2,118,120
2	$2,118,120
3	$2,118,120
4	$2,118,120
5	$2,118,120
Total	$10,590,600

To assist and facilitate the transfer of SCW Regional Program funds, the Los Angeles County

Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard Template on June 9, 2020. Transmittal No. 1 (which includes Exhibits A, B, C, D, E and F) represents the adopted Regional Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

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

Exhibit A requires LASAN to prepare the Oro Vista Project Scope of Work. LASAN has satisfied the requirements under the Agreement and the SCW Regional Program. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code (LAAC) Section 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreement.

The Agreement provides for the disbursement of the SCW Program Contribution for the FY 2020-21 and further provides that if the Oro Vista Project is included in a duly approved Stormwater Investment Plan for a subsequent FY, the parties shall enter into an addendum (substantially in the form included as Exhibit D of the Agreement) to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent FY.

Project Administration
LASAN will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and Transmittal were approved by PRD on October 19, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Regional Program funding. Funds received from this Agreement will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Source 318404.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2021.01.05 16:06:06 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Humphrey O. Egekeze
213-485-0237

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http://bpw.lacity.org

January 8, 2021

BPW-2021-0019

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENT - WILMINGTON Q PROJECT

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Wilmington Q - Regional Transfer Agreement, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the Transfer Agreement, without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement.

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

Sincerely,

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

FC:lc

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JAN 12 2021
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 2
JANUARY 12, 2021

CD: 15

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE WILMINGTON Q PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittal, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Wilmington Q - Regional Transfer Agreement (Transmittal 1), 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.

2. Authorize the Director and General Manager of the LASAN, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the project.

3. Recommend electronic signature and execution of the Transfer Agreement (Transmittal 1), without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the Agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement, and provide a copy to Sheila Brice.

TRANSMITTALS

1. Wilmington Q Street Local Urban Area Flow Management Project (Wilmington Q Project) - Regional SCW Transfer Agreement, including Exhibits A, B, C, D, E, and F.

2. Wilmington Q Project Scope of Work.

DISCUSSION

The approval of the Wilmington Q Regional Transfer Agreement (Agreement) will assist LASAN to execute and enter into an agreement with the Los Angeles County Flood Control District (District). The Agreement establishes the requirements and conditions to receive the distribution

of the Safe, Clean Water (SCW) Regional Program funds for the Wilmington Q Project. After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full execution. The District will then return the fully executed Agreement to the City of Los Angeles (City) within 45 days.

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

In December 2019, the City submitted the Feasibility Study for the Wilmington Q Project to compete for Round 1 of the SCW Regional Program application in the SSMB watershed. Wilmington Q is a $4.9 million project in Council District 15 and will provide benefits to a disadvantaged community (DAC) through improved water quality, reduced instances of flooding, beautification and greening of the corridor. The Wilmington Q Project will modernize existing storm drain infrastructures and transform the aesthetic character of Q Street into a "green street" that will capture, treat, retain, and infiltrate stormwater flows. The Wilmington Q Project's goals will include the improvement of water quality through the removal of primary and secondary pollutants from local water bodies, provide community investment benefits, and utilize nature based solutions to protect public health by providing green and safe livable spaces.

The SCW Committees, including the SSMB Watershed Steering Committee, the Scoring Committee, and the Regional Oversight Committee, reviewed and evaluated the Wilmington Q Project's Feasibility Study. Based on the SCW defined criteria for water quality, water supply, and community reinvestment benefits, the Wilmington Q Project was approved and included into the five-year SSMB Stormwater Investment Plan. The Wilmington Q Project was approved by the LA County Board of Supervisors on October 13, 2020 for SCW funding for FY 2020-21.

To assist and facilitate the transfer of SCW Regional Program funds, the County of Los Angeles' Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard Template on June 9, 2020. Transmittal No. 1 (which includes Exhibits A, B, C, D, E, and F) represents the adopted Regional Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

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

Exhibit A requires LASAN to prepare the Wilmington Q Project Scope of Work. LASAN has

satisfied the requirements under the Agreement and the SCW Regional Program. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Section 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreement.

The Agreement provides for the disbursement of the SCW Program Contribution for the FY 2020-21 and further provides that if the Wilmington Q Project is included in a duly approved Stormwater Investment Plan for a subsequent FY, the parties shall enter into an addendum (substantially in the form included as Exhibit D of the Agreement) to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent FY.

Project Administration
LASAN will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and transmittal were approved by PRD on October 19, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Regional Program funding. Funds received from this Agreement will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Source 318403.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2021.01.05 16:05:00 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Gustavo Orozco, Watershed Protection Division
818-399-9130

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ERIC GARCETTI
MAYOR

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DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

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http://bpw.lacity.org

January 15, 2021

BPW-2021-0025

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENT - MACARTHUR LAKE REHABILITATION PROJECT

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation or designee, to approve the MacArthur Lake Rehabilitation Project - Regional Transfer Agreement, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee, to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the Transfer Agreement, without use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement.

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

Sincerely,

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

FC:lc

BPW-2021-0025

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

JAN 15 2021

AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 2
JANUARY 15, 2021

CD: ALL

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE MACARTHUR LAKE REHABILITATION PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the MacArthur Lake Rehabilitation Project - Regional Transfer Agreement (Transmittal 1), 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.

2. Authorize the Director and General Manager of LASAN, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the project.

3. Recommend electronic signature and execution of the Transfer Agreement (Transmittal 1), without use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the Agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement, and provide a copy to Sheila Brice.

TRANSMITTALS

1. MacArthur Lake Rehabilitation Project - Regional SCW Transfer Agreement including Exhibits A, B, C, D, E, and F.

2. Scope of Work for MacArthur Lake Rehabilitation Project prepared by LASAN, to satisfy the requirements contained in Exhibit A of the Regional Transfer Agreement.

DISCUSSION

The MacArthur Lake Rehabilitation Project Regional Transfer Agreement (Agreement) with the Los Angeles County Flood Control District (District) establishes the requirements and conditions

to receive the annual distributions of Safe, Clean Water (SCW) Regional Program funds for the MacArthur Lake Rehabilitation Project. After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full execution. The District will then return the fully executed Agreement to the City of Los Angeles (City) within 45 days.

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

In December 2019, the City submitted the Feasibility Study for the MacArthur Lake Rehabilitation Project to compete in Round 1 of the SCW Regional Program application in the CSMB Watershed. The MacArthur Lake Rehabilitation Project is a $20 million project in Council District 1 and will provide benefits to a disadvantaged community through community enhancements, reduced instances of flooding and beautification of the site. The MacArthur Lake Rehabilitation Project goals will include the improvement of water quality through the removal of primary and secondary pollutants from the local water body, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing greener, safer and more livable spaces.

The SCW Committees, including the CSMB Steering Committee, the Scoring Committee, and the Regional Oversight Committee, reviewed and evaluated the MacArthur Lake Rehabilitation Project Feasibility Study together with the other competing project applicants. Based on the SCW defined criteria for water quality, water supply, and community reinvestment benefits, the MacArthur Lake Rehabilitation Project was approved and included in the adopted 5-year Stormwater Investment Plan,with $2,000,000 SCW funding for FY 20-21.

Year	Funding Allocations
1	$2,000,000
2	$2,000,000
3	$9,397,900
4	$4,697,900
5	$1,947,918
Total	**$20,043,718**

To assist and facilitate the transfer of SCW Regional Program funds, the County of Los Angeles Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard

Template on June 9, 2020. Transmittal No. 1 (which includes Exhibit A, B, C, D, E and F) represents the adopted Regional Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

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

Exhibit A requires LASAN to begin community outreach, and to prepare the MacArthur Lake Rehabilitation Project Pre-Design and Scope of Work. LASAN's SCW Program has satisfied the requirements under the Agreement and the SCW Regional Program. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Section 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreement.

The Agreement provides for the disbursement of the SCW Program Contribution for the FY 2020-21 and further provides that if the Project is included in a duly approved Stormwater Investment Plan for a subsequent FY, the parties shall enter into an addendum (included as Exhibit D of Agreement) to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent FY.

Project Administration
LASAN's SCW Program will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and Transmittals were approved by PRD on October 29, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Regional Program funding. Funds received from this Agreement will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Source 318402.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2021.01.05 16:04:01 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Deborah Deets, Watershed Protection Division
(213) 485-3913

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http://bpw.lacity.org

January 15, 2021

BPW-2021-0026

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENT - ECHO PARK LAKE OPERATION AND MAINTENANCE PROJECT

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Echo Park Lake Operation and Maintenance Project - Regional Transfer Agreement, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee to accept SCW Regional Program funds, conduct all negotiations, provide additional information, and execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the Transfer Agreement, without use of wet signature. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement.

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

Sincerely,

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

FC:lc

ADOPTED BY THE BOARD
UBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
JAN 15 2021
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 3
JANUARY 15, 2021

CD: 13

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE ECHO PARK LAKE OPERATION AND MAINTENANCE PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Echo Park Lake Operation and Maintenance Project (Project) - Regional Transfer Agreement (Transmittal 1), 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.

2. Authorize the Director and General Manager of LASAN or his designee to accept SCW Regional Program funds, conduct all negotiations, provide additional information, and execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the Project.

3. Notify LASAN, Watershed Protection Division, Wing Tam at (213) 359-5932, when the Agreement is ready to be executed by the Director and General Manager of LASAN.

4. Recommend electronic signature and execution of the Transfer Agreement (Transmittal 1), without use of wet signature. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copy of the Agreement. The City Clerk and the Board are each to retain a copy of the signed Transfer Agreement and provide a copy to Wing Tam.

TRANSMITTALS

1. Transfer Agreement between the Los Angeles County Flood Control District and LASAN (including Exhibits A, B, C, D, E, and F).

2. Project Scope of Work.

DISCUSSION

Background

In November 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water (SCW) Program and includes both Regional and Municipal Programs. Under the District administration, the first annual SCW parcel tax was collected for Fiscal Year (FY) 2019-20. For the Regional Program, 50% of the revenues generated annually are allocated to the Los Angeles County's nine (9) watershed areas and are awarded on a competitive basis. The City of Los Angeles (City) participates in the three (3) SCW watershed areas: Central Santa Monica Bay (CSMB), South Santa Monica Bay (SSMB), and the Upper LA River (ULAR). LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Sec. 5.594.

Echo Park Lake (Lake) is an urban lake two miles north of Downtown Los Angeles and part of the City's urban runoff collection system discharging into the Los Angeles River. In addition to its stormwater detention function, the Lake also utilizes natural treatment wetlands to improve water quality to comply with the City's National Pollutant Discharge Elimination System MS4 permit. LASAN is responsible for maintaining the Lake and wetlands and monitoring water quality and Lake health. Operations and Maintenance (O&M) activities include maintaining pumps, recirculation and aeration systems, cleaning the Lake of trash and algae, caring for wetland plants, removing invasive species, preventing public health risks, and maintaining water balance and flows. Due to budget constraints for the past several years these activities have been accomplished at minimal levels.

In December 2019, LASAN submitted a Feasbility Study (FS) Report for the Project in the ULAR Watershed as part of the Los Angeles County Flood Control District (District)'s FY 2020-21 SCW Regional Infrastructure Program call for projects. The LASAN FS Report requested $400,000 in funding for O&M activities at the Lake.

SCW Committees including the ULAR Watershed Area Steering Committee (WASC), Scoring Committees, and the Regional Oversight Committee (ROC), reviewed and evaluated the Project FS Report and received and discussed LASAN presentations about the Project. On June 24, 2020, acting on recommendations from the WASC and Scoring Committees, the ROC approved the ULAR Stormwater Investment Plan (SIP), which included the Lake FS's request for O&M funding. The SIP was approved by the Los Angeles County Board of Supervisors on October 13, 2020 for SCW Regional Program funding for FY 2020-21.

The Project will be funded through the SCW Regional Infrastructure Program. The Regional Transfer Agreement (Agreement) establishes the requirements and conditions to receive the distribution of SCW Regional Program funds. The one-year funding allocation for the Project is $400,000. Exhibit A of the Agreement requires the Project's Scope of Work. LASAN has satisfied the requirements under the Agreement and the SCW Regional Program. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreement.

The Agreement provides for the disbursement of the SCW Program contribution for the FY 2020-21 and further provides that if the Project is included in a duly approved Stormwater Investment Plan for a subsequent FY, the parties shall enter into an addendum (included as Exhibit D of Agreement) to the Agreement regarding the disbursement of the SCW Program contribution for

that subsequent FY.

Project Administration
LASAN will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The transfer agreement received PRD approval on December 14, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Regional Program funding. Funds received from this Agreement will be deposited into Department 50, the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Source 3181405.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2021.01.05 15:04:10 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Wing Tam, Watershed Protection Division
213-485-3985

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http://bpw.lacity.org

January 8, 2021

BPW-2021-0020

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

SAFE, CLEAN WATER REGIONAL TRANSFER AGREEMENTS - ZINC RECALCULATION STUDY

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

1. AUTHORIZE the President or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Zinc Recalculation Study - Regional Transfer Agreements, 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;

2. AUTHORIZE the Director of the Bureau of Sanitation, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as-to-form, which may be necessary to secure funding with respect to the implementation of the project; and

3. RECOMMEND electronic signature and execution of the two Transfer Agreements, without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copies of the agreements. The City Clerk and the Board are each to retain a copy of each signed Transfer Agreement.

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

Sincerely,

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

FC:lc

BPW-2021-002

ADOPTED BY THE BOARD OF PUBLIC WORKS OF THE CITY of Los Angeles, California
AND REFERRED TO THE MAYOR
JAN 12 2021
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 3
JANUARY 12, 2021

CD: ALL

REQUEST FOR AUTHORITY TO EXECUTE REGIONAL TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOS ANGELES SANITATION AND ENVIRONMENT AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE ZINC RECALCULATION STUDY PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Zinc Recalculation Study - Regional Transfer Agreements (Transmittals 1 and 2), 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.

2. Authorize the Director and General Manager of the LASAN, or his designee to accept SCW Regional Program funds, to conduct all negotiations, to provide additional information and to execute and submit all documents, including, but not limited to applications, agreements, amendments, and addenda, subject to the approval of the City Attorney as to form, which may be necessary to secure funding with respect to the implementation of the project.

3. Recommend electronic signature and execution of the two Transfer Agreements (Transmittals 1 and 2), without any use of wet signatures. Upon electronic signature and execution by the Board, request the City Clerk to attest, and certify the electronic copies of the Agreements. The City Clerk and the Board are each to retain a copy of each signed Transfer Agreement, and provide a copy to Jonathan Ball.

TRANSMITTALS

1. Zinc Recalculation Study - Regional SCW Transfer Agreement for the Upper Los Angeles River watershed area, including Exhibits A, B, C, D, E, and F.

2. Zinc Recalculation Study - Regional SCW Transfer Agreement for the South Santa Monica Bay watershed area, including Exhibits A, B, C, D, E, and F.

3. Zinc Recalculation Study Scope of Work.

DISCUSSION

The approval of the Zinc Recalculation Study Regional Transfer Agreements (Agreements) will assist LASAN to execute and enter into an agreement with the Los Angeles County Flood Control District (District). The Agreements establish the requirements and conditions to receive the distribution of Safe, Clean Water (SCW) Regional Program funds for the implementation of this scientific study. Because the Zinc Recalculation study was approved in two watershed areas, there are two Regional Fund Transfer Agreements associated with this study (refer to transmittals 1 and 2). After approval of the two Agreements, LASAN will sign and execute the Agreements and send them to the District for final approval and full execution. The District will then return the fully executed Agreements to the City of Los Angeles (City) within 45 days.

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

In December 2019, the City submitted the Scientific Study proposal titled: *Recalculation of Zinc Wet Weather Criterion* (hereafter, referred to as the "Zinc Recalculation Study"). The proposal was submitted to compete for Round 1 SCW Regional Program funds in three watershed management areas, including ULAR, SSMB, and CSMB.

The total cost of the Zinc Recalculation Study is $500,000. Funding in the amount of $410,717 was approved by two of the three watershed steering committees (ULAR and SSMB) comprising 82% of the total cost for this study. LASAN will utilize funding from the Measure W Municipal Program for the remaining balance so that the study can be conducted in all three watersheds (including Ballona Creek which is part of CSMB).

The Zinc Recalculation Study will use the latest available science to evaluate zinc toxicity in the Los Angeles River, Dominguez Channel, and Ballona Creek watersheds given the particular environmental conditions found in these watersheds. This site-specific evaluation may be used to efficiently allocate community funds, inform the type and placement of stormwater Best Management Practices (BMPs), and support attainment of water-quality requirements.

The water quality criterion for Zinc (in wet weather) is a key cost driver for the Enhanced Watershed Management Plans (EWMPs) in the City's watersheds; yet this criterion has not been updated in over 20 years. This Zinc Recalculation Study will use EPA-approved guidelines for recalculating the acute criterion for zinc incorporating the most up to date peer-reviewed datasets that have become available since the criterion was established.

LASAN will serve as the study Lead. Additional collaborators may include Municipal Separate Storm Sewer System (MS4) Permittees and interested members of the community including Non-Governmental Organizations (NGOs). The findings of the Zinc Recalculation Study will be provided to the Regional Water Quality Control Board with the ultimate goal of updating the water

quality standards for these watersheds.

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

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

Exhibit A requires LASAN to prepare the Scope of Work for the Zinc Recalculation Study. LASAN has satisfied the requirements under the Agreements and the SCW Regional Program. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code (LAAC) Section 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreements.

The Agreements provide for the disbursement of the SCW Program Contribution for FY 2020-21 and further provides that if the Zinc Recalculation Study is included in a duly approved Stormwater Investment Plan for a subsequent FY, the parties shall enter into an addendum (substantially in the form included as Exhibit D of Agreement) to each Agreement regarding the disbursement of the SCW Program Contribution for that subsequent FY.

Project Administration
LASAN will administer the Agreements with the District upon full execution of the Agreements.

APPROVAL AS TO FORM

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

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreements and transmittals were approved by PRD on October 19, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreements, LASAN will receive the allocated Safe Clean Water Program - Regional Program Funding. Funds received from these Agreements will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Sources 318406 and 318407.

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

Digitally signed by Lisa B. Mowery
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Date: 2021.01.05 14:50:51 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 1/5/21

Prepared by:
Jon Ball, Watershed Protection Division
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