

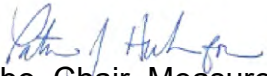
## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: March 20, 2023

CAO File No. 0150-12025-0001  
Council File No. 18-0384  
Council District: 8,13

To: The City Council  
The Mayor

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

Reference: Transmittal from the Board of Public Works dated December 21, 2022 regarding Regional Program Transfer Agreements with the Los Angeles County Flood Control District (BPW-2022-0832)

Subject: **TRANSMITTAL FROM THE MEASURE W ADMINISTRATIVE OVERSIGHT COMMITTEE: MEASURE W – SAFE CLEAN WATER PROGRAM – AUTHORITY TO EXECUTE REGIONAL PROGRAM TRANSFER AGREEMENTS, ADDENDA, AND RELATED NECESSARY ACTIONS FOR ROUND 3 PROJECTS**

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### RECOMMENDATION

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

1. Authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director of the Bureau of Sanitation (Bureau) or designee, to execute the following transfer agreements, which have been previously approved by the Board and as consistent with the Los Angeles Administrative Code, and delegate authority to the Director of the Bureau to negotiate and execute Addenda materially consistent with the transfer agreements through completion of the projects:
  - a. Transfer Agreement No. 2022RPCSMB01 between the City of Los Angeles and the Los Angeles County Flood Control District for the Angeles Mesa Green Infrastructure Corridor Project under the Measure W - Safe, Clean Water Regional Program (Attachment A);
  - b. Transfer Agreement No. 2022RPULAR01 between the City of Los Angeles and the Los Angeles County Flood Control District for Echo Park Lake Rehabilitation Operation and Maintenance under the Measure W - Safe, Clean Water Regional Program (Attachment B);
2. Authorize the Controller to record in the Measure W – Safe, Clean Water – Regional Projects Special Fund No. 63F, Department 50, receivables from the Los Angeles County Flood Control District and establish new accounts and appropriate funds as follows:

Account	Account Name	Amount
TBD	Angeles Mesa Green Infrastructure Corridor Project	\$ 8,401,432
TBD	Echo Park Lake Rehabilitation Operation and Maintenance	2,400,000
	TOTAL	\$ 10,801,432

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

## SUMMARY

The Los Angeles County Flood Control District (LACFCD) issued its third Measure W – Safe, Clean Water Program Regional Call for Projects in 2021. The Bureau of Sanitation (BOS), in collaboration with several departments, developed the project proposals that were submitted to the County on July 21, 2021. The Measure W Administrative Oversight Committee (AOC) approved these projects on May 13, 2021, followed by Mayor and Council approval on June 15, 2021 (C.F. 18-0384). The Transfer Agreements were approved by the Board of Public Works on December 21, 2022. 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 3 of the County's Call for Projects and future Addenda necessary for completion of the projects (Attachments A, B). The BOS board report approved by the Board of Public Works is included for additional details regarding the individual projects (Attachment C).

## BACKGROUND

Los Angeles County requires the execution of Transfer Agreements to disburse both Municipal and Regional Measure W funds to recipients. BOS must submit executed Regional Program Transfer Agreements with a detailed scope of work to receive the disbursement of regional funds for the first year of the project as allocated in the County's annual five-year Stormwater Investment Plan (SIP) approved by the Board of Supervisors in October 2022. 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. One project and one operations and maintenance request totaling \$10.80 million was submitted by BOS and approved for inclusion in the SIP, with a disbursement totaling \$1.05 million for Fiscal Year 2022-23.

The Department of Water and Power (DWP) also received an award and will handle the execution of its Transfer Agreement and Addenda, as necessary, and required reporting through their Board. DWP was awarded a total of \$8.39 million for one project as part of Round 3 and expects to receive a disbursement totaling \$840,000 this fiscal year. The Transfer Agreement was approved by the DWP Board on March 14, 2023 and is pending final signatures.

## 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. BOS 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 2

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. This report recommends execution of the Transfer Agreements and delegation of authority to the Director of BOS to negotiate and execute future Addenda that are materially consistent with the Transfer Agreements and necessary for completion of the projects.

Project	Total Measure W Award	FY 2022-23 Disbursement	Anticipated Future Disbursement
Angeles Mesa Green Infrastructure Corridor Project	\$ 8,401,432	\$ 573,550	\$ 7,827,822
Echo Park Lake Rehabilitation Operation and Maintenance	2,400,000	480,000	1,920,000
<b>Bureau of Sanitation Sub-Total:</b>	<b>\$ 10,801,432</b>	<b>\$ 1,053,550</b>	<b>\$ 9,747,882</b>
Whitsett Fields Park North	\$ 8,393,000	\$ 840,000	\$ 7,553,000
<b>DWP Sub-Total:</b>	<b>\$ 8,393,000</b>	<b>\$ 840,000</b>	<b>\$ 7,553,000</b>
<b>Total:</b>	<b>\$ 19,194,432</b>	<b>\$ 1,893,550</b>	<b>\$ 17,300,882</b>

## 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 \$1.05 million in the Measure W – Safe, Clean Water – Regional Projects Special Fund representing the first year of project costs in Fiscal Year 2022-23.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report are in compliance with the City's Financial Policies in that expenditures are limited to the mandates of the funding source.

*MWS:PJH:JVW:jpq:10230109*

### **Attachments**

- A, B – Transfer Agreements for 2021-22 Regional Projects Round 3
- C – Bureau of Sanitation Board Report, December 21, 2022

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
City of Los Angeles, LA Sanitation and Environment  
AGREEMENT NO. 2022RPCSMB01  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of December 15, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment for Angeles Mesa Green Infrastructure Corridor Project, hereinafter referred to as "Recipient."

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

## **II. PARTY CONTACTS**

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

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Michael Scaduto, P.E., ENV SP Principal Engineer LA Sanitation and Environment Safe Clean Water Implementation Division
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	1149 South Broadway, 10th floor, Los Angeles, CA 90015
Phone:	(626) 300-2620	Phone:	213-485-3981
Email:	hharouny@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 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

## **VI. Execution of Agreement**

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

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

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



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

Central Santa Monica Bay

City of Los Angeles, LA Sanitation and Environment

Angeles Mesa Green Infrastructure Corridor Project

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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

## **EXHIBIT A – SCOPE OF WORK**

### **A-1. Budget Plan**

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

### **A-2. Consistent with SCW Program Goals**

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

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

### **A-3. Estimated Reasonable Total Activity Cost**

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

### **A-4. Funded Activity Description and Scope of Work**

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

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

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

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

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

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

#### A-6. Post-Construction Monitoring

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

#### A-7. Sustainability Rating

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

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

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

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

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

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

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

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

#### A-9. Tracking Infrastructure Program Project Benefits

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

#### A-10. Work Schedule and Completion Date

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

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

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

### **B-2. Acknowledgement of Credit and Signage**

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

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

### **B-3. Acquisition of Real Property – Covenant**

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

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

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

#### B-4. Amendment

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

#### B-5. Assignment

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

#### B-6. Audit and Recordkeeping

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



<b>End-of-Activity</b>		<b>Every Third Fiscal Year</b>		
<b><u>Projected End Date</u></b>	<b><u>Audit Report Due to District</u></b>	<b><u>SIP Fiscal Year</u></b>	<b><u>Audit Period</u></b>	<b><u>Audit Report Due to District</u></b>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

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

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

#### B-7. Availability of Funds

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

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

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

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

#### B-10. Completion of Funded Activity by the Recipient

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

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

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

#### B-12. Competitive Bidding and Procurements

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

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

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

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

#### B-14. Default Provisions

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

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

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

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

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

#### B-15. Disputes

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

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

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

#### B-16. Final Inspection and Certification of Registered Professional

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

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

#### B-17. Force Majeure.

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

#### B-18. Funded Activity Access

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

#### B-19. Funding Considerations and Exclusions

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

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

#### B-20. Indemnification

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

#### B-21. Independent Actor

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

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

#### B-22. Integration

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

#### B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) 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:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

**B-24. Modification**

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

**B-25. Non-Discrimination**

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

**B-26. No Obligation of the District**

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

**B-27. No Third-Party Rights**

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

**B-28. Notice**

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
  - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under

no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

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

#### B-29. Public Records

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

#### B-30. Recipient's Responsibility for Work

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

#### B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of



whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

#### B-32. Remaining Balance

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

#### B-33. Reporting

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

1. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Percent overall Funded Activity completion estimate;
  - c. Breakdown of how the SCW Program Contribution has been expended;
  - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
  - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
  - g. Scheduling concerns and issues encountered that may delay completion of the task;
  - h. Work anticipated for the next reporting period;
  - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
  - k. Additional financial or project-related information as required by the District;
  - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
  - m. Status of Recipient's insurance; and
  - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

<b><u>Quarter</u></b>	<b><u>End of Quarter</u></b>	<b><u>Report Due</u></b>
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
  - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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

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

#### B-35. Requirements for Good Standing

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

#### B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval,

entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this

Agreement and will make it contractors and subcontractors aware of this provision .

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

#### B-37. Travel

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

#### B-38. Unenforceable Provision

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

## **EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

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

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

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



**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

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

\_\_\_\_\_(Recipient)\_\_\_\_\_:

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

## **EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

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

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.



- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
City of Los Angeles, LA Sanitation and Environment  
AGREEMENT NO. 2022RPULAR01  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of December 15, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment for Echo Park Lake Rehabilitation Operation and Maintenance, hereinafter referred to as "Recipient."

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

## **II. PARTY CONTACTS**

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

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Michael Scaduto, P.E., ENV SP Principal Engineer LA Sanitation and Environment Safe Clean Water Implementation Division
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	1149 South Broadway, 10th floor, Los Angeles, CA 90015
Phone:	(626) 300-2620	Phone:	213-485-3981
Email:	hharouny@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 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

## **VI. Execution of Agreement**

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

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

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

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

Upper Los Angeles River

City of Los Angeles, LA Sanitation and Environment

Echo Park Lake Rehabilitation Operation and  
Maintenance

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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

## **EXHIBIT A – SCOPE OF WORK**

### **A-1. Budget Plan**

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

### **A-2. Consistent with SCW Program Goals**

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

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

### **A-3. Estimated Reasonable Total Activity Cost**

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

### **A-4. Funded Activity Description and Scope of Work**

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

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



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

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

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

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

#### A-6. Post-Construction Monitoring

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

#### A-7. Sustainability Rating

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

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

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

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

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

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

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

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

#### A-9. Tracking Infrastructure Program Project Benefits

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

#### A-10. Work Schedule and Completion Date

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

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

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

### **B-2. Acknowledgement of Credit and Signage**

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

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

### **B-3. Acquisition of Real Property – Covenant**

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

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

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

#### B-4. Amendment

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

#### B-5. Assignment

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

#### B-6. Audit and Recordkeeping

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

End-of-Activity		Every Third Fiscal Year		
<u>Projected End Date</u>	<u>Audit Report Due to District</u>	<u>SIP Fiscal Year</u>	<u>Audit Period</u>	<u>Audit Report Due to District</u>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

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

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

#### B-7. Availability of Funds

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

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

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

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

#### B-10. Completion of Funded Activity by the Recipient

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

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

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

#### B-12. Competitive Bidding and Procurements

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

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

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

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

#### B-14. Default Provisions

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

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

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

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



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

#### B-15. Disputes

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

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

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

#### B-16. Final Inspection and Certification of Registered Professional

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

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

#### B-17. Force Majeure.

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

#### B-18. Funded Activity Access

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

#### B-19. Funding Considerations and Exclusions

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

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

#### B-20. Indemnification

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

#### B-21. Independent Actor

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

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

#### B-22. Integration

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

#### B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) 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:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

**B-24. Modification**

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

**B-25. Non-Discrimination**

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

**B-26. No Obligation of the District**

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

**B-27. No Third-Party Rights**

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

**B-28. Notice**

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
  - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under

no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

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

#### B-29. Public Records

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

#### B-30. Recipient's Responsibility for Work

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

#### B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

#### B-32. Remaining Balance

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

#### B-33. Reporting

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

1. Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Percent overall Funded Activity completion estimate;
  - c. Breakdown of how the SCW Program Contribution has been expended;
  - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
  - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
  - g. Scheduling concerns and issues encountered that may delay completion of the task;
  - h. Work anticipated for the next reporting period;
  - i. Any anticipated schedule or budget modifications;

- j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
  - k. Additional financial or project-related information as required by the District;
  - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
  - m. Status of Recipient's insurance; and
  - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
2. Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

<b><u>Quarter</u></b>	<b><u>End of Quarter</u></b>	<b><u>Report Due</u></b>
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

3. Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
- a. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- b. When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
  - c. Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.
4. As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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



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

#### B-35. Requirements for Good Standing

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

#### B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval,

entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.
5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this

Agreement and will make it contractors and subcontractors aware of this provision .

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

#### B-37. Travel

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

#### B-38. Unenforceable Provision

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

## **EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

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

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

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

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

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

\_\_\_\_\_(Recipient)\_\_\_\_\_:

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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



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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

## **EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

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

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

#### 6. Erosion Management and Control

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

#### 7. Ongoing Monitoring Activities

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

#### 8. Vector and Nuisance Insect Control

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

**BOARD OF PUBLIC WORKS  
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**CITY OF LOS ANGELES**

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**DR. FERNANDO CAMPOS**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

December 21, 2022

**BPW-2022-0832**

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

**REGIONAL TRANSFER AGREEMENTS – SAFE CLEAN WATER ROUND 3  
REGIONAL PROJECTS FISCAL YEAR 2022-2023**

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 of the Board of Public Works (Board) or two members of the Board, and the Director of the Bureau of Sanitation (BOS), or designee, to enter into two separate Regional Transfer Agreements (Regional TAs), between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Safe, Clean Water (SCW) Regional Program Funds for the Angeles Mesa Green Infrastructure Corridor Project and the Echo Park Lake Rehabilitation Operation and Maintenance Project collectively referred here as Round 3 (FY 2022-23) Regional Projects (SCW Round 3 Projects);
2. AUTHORIZE the Director of BOS, or designee, to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional TAs, and substantially in the form included as an Exhibit of the Regional TAs;
3. AUTHORIZE the Director of BOS, or designee, to accept future SCW Program funds, conduct negotiations, provide additional information and to take actions and submit all documents, including, but not limited to project reports, updated Scope of Work (SOW) documents, agreements, amendments, subject to the approval of the City Attorney as-to-form, that are necessary to secure funding with respect to the implementation of the SCW Round 3 Projects; and

4. RECOMMEND electronic signature and execution of the Regional TAs and future Addendums without any 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 Regional TAs and Addenda.

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

Sincerely,

A handwritten signature in black ink, appearing to read "F. Campos", written in a cursive style.

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

FC:lc



DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION  
BOARD REPORT NO. 1  
DECEMBER 21, 2022

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
DEC 21 2022

AND REFERRED TO THE CITY COUNCIL

Executive Officer  
Board of Public Works

CD: 8 and 13

AUTHORITY TO EXECUTE THE SAFE CLEAN WATER (SCW) REGIONAL ROUND 3 (FY 2022-23) TRANSFER AGREEMENTS AND ADDENDA BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES, LA SANITATION AND ENVIRONMENT, AND AUTHORIZE ACCEPTANCE OF THE SAFE CLEAN WATER REGIONAL PROGRAM FUNDS FOR THE ANGELES MESA GREEN INFRASTRUCTURE CORRIDOR PROJECT AND THE ECHO PARK LAKE REHABILITATION OPERATION AND MAINTENANCE PROJECT

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### 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 enter into two separate Regional Transfer Agreements (Regional TAs), between the City of Los Angeles (City) and the Los Angeles County Flood Control District (District) for the transfer of Safe, Clean Water (SCW) Regional Program Funds for the Angeles Mesa Green Infrastructure Corridor (Angeles Mesa) Project and the Echo Park Lake Rehabilitation Operation and Maintenance (Echo Park) Project collectively referred here as Round 3 (FY 2022-23) Regional Projects (SCW Round 3 Projects).
2. Authorize the Director and General Manager of LASAN, or designee, to execute any addenda through completion of the projects, so long as not materially inconsistent with the Regional TAs, and substantially in the form included as an Exhibit of the Regional TAs.
3. Authorize the Director and General Manager of LASAN, or designee, to accept future SCW Program funds, conduct negotiations, provide additional information and to take actions and submit all documents, including, but not limited to Project reports, updated Scope of Work (SOW) documents, agreements, amendments, subject to the approval of the City Attorney as to form, that are necessary to secure funding with respect to the implementation of the SCW Round 3 Projects.
4. Recommend electronic signature and execution of the Regional TAs and future Addendums without any 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 Regional TAs and Addenda.
5. Notify Ms. Sheila Brice at [sheila.brice@lacity.org](mailto:sheila.brice@lacity.org) of LASAN's Safe, Clean Water Implementation Division when the Agreements are ready to execute by the Board. The City Clerk and the Board are each to retain a copy of each of the signed Transfer Agreements and Addenda and provide an electronic copy to Sheila Brice.

TRANSMITTALS

1. Angeles Mesa Green Infrastructure Corridor Project - Regional TA between LASAN and the District
2. Echo Park Lake Rehabilitation Operation and Maintenance Project - Regional TA between LASAN and the District
3. Angeles Mesa Green Infrastructure Corridor Project - Scope of Work (SOW)
4. Echo Park Lake Rehabilitation Operation and Maintenance Project - SOW

DISCUSSION

LASAN has successfully secured \$10,801,432 in funding for the Angeles Mesa Green Infrastructure Corridor Project and the Echo Park Lake Rehabilitation Operation and Maintenance Project as part of the SCW Round 3 Regional Program. The approval of the SCW Round 3 Regional TAs will enable LASAN to execute and enter into these agreements with the District. Each Regional TA establishes the requirements and conditions to receive the distribution of SCW Regional Program funds for these Round 3 Projects. Upon approval of these Agreements, LASAN will sign and execute each Regional TA and send them to the District for final approval and full execution. The District will then return the fully executed TAs to the City within 45 days.

**Background**

In November 2018, Los Angeles County residents approved Measure W, which created the SCW Program and includes both Regional and Municipal Programs. Under the District administration, the first annual SCW parcel tax was collected for Fiscal Year (FY) 2019-20. For the Regional Program, 50% of the revenues generated annually are allocated to LA County's nine (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 LA River (ULAR).

On July 29, 2021 the City submitted the Feasibility Studies for funding consideration for these two Round 3 Projects to compete for Round 3 of the SCW Regional Infrastructure Program. The two SCW Round 3 Projects were included in the 5-year Stormwater investment Plan for the CSMB and ULAR, respectively and were approved for \$10,801,432 funding for 5 years. Table 1 below summarizes some key information about these two Round 3 Projects:

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Table 1 – SCW Round 3 Project Information

Project (CD)	Water shed	Project Cost	Total SCW Funding	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Angeles Mesa Green Infrastructure Corridor Project (CD 8)	CSMB	\$8.2M	\$8.4M	\$0.57M	\$0.53M	\$3.6M	\$3.6M	\$0.10M
Echo Park Lake Rehabilitation Operation and Maintenance Project (CD 13)	ULAR	\$36.6M	\$2.4*M	\$0.48M	\$0.48M	\$0.48M	\$0.48M	\$0.48M
<b>TOTAL</b>		<b>\$44.8M</b>	<b>\$10.8M</b>	<b>\$1.05M</b>	<b>\$1.01M</b>	<b>\$4.08</b>	<b>\$4.08M</b>	<b>\$0.58M</b>

\*This is O&M Funding Request

The two SCW Round 3 Projects were approved by the LA County Board of Supervisors in October 4, 2022 for SCW funding for FY 22-23, and earmarked for funding for the amounts listed in Table 1.0

**Angeles Mesa Green Infrastructure Corridor Project**

This Project aims to improve water quality, mitigate floods, and restore habitat within the Mesa Heights neighborhood and the Ballona Creek Watershed. Several blocks of green streets through the Mesa Heights neighborhood will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The Angeles Mesa Project is located in the Mesa Heights neighborhood of Los Angeles, City Council District 8. The Project area, within the Ballona Creek Watershed, currently has minimal existing stormwater infrastructure or green infrastructure. The proposed Project will install several types of stormwater capture and permeability-promoting features including drywells, swales, and parkway planters along the streets. The Project will capture and infiltrate 67 acre-feet (AF) per year of stormwater as well as a potential 79 AF per year of dry weather flows to benefit the aquifer directly underneath the Project area, which is located in a Disadvantaged Community (DAC). The Project will also provide educational opportunities for members of the community to learn about stormwater and water resources. Benefits from additional trees and greening will include additional shade, improved air quality, and a reduction in the heat island effect. In addition, the Project will provide water quality benefits by reducing pollutants in local runoff and in runoff from the Project watershed, which is also largely a DAC.

**Echo Park Lake Rehabilitation Operation and Maintenance Project**

This Project will allow the existing facilities to meet the original project's intended goals of providing open space, recreational amenities, flood mitigation, improved water quality, and reduced water supply demand, which are also stated objectives of the SCW Regional Program goals. The O&M Project will sustain the improvements to the existing 13 acres of lake area and 4.4 acres of wetland to meet SCWP goals. The lake serves as a stormwater retention basin for water prior to discharge to the LA River, capturing 131 acre-feet per year of urban runoff from nearly 800 acres of watershed. Echo Park Lake is subject to Total Maximum Daily Load (TMDL) standards for nutrients, organics and trash, and the O&M Project funding is critical to sustain regulatory compliance and public health. LASAN is responsible for maintaining the Lake and wetlands, and monitoring water quality and Lake Health. 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. SCW Regional Project funds will be utilized to keep the lake and wetland ecosystems functioning as it was envisioned during the design of the Project.

To assist and facilitate the transfer of SCW Regional Program funds, the LA County Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard Template on June 9, 2020 for SCW Regional Infrastructure Projects. Transmittals No. 1, 3, and 5 (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 Scope of Work for the two SCW Round 3 Projects. LASAN has been identified as the City's lead and fund administrator for the SCW Program per Los Angeles Administrative Code Sec. 5.594. The Regional SCW Funds will be disbursed within 45-days of the signed executed Agreements.

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

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**Project Administration**

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

APPROVAL AS TO FORM

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

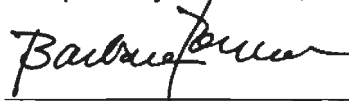
PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The TAs were approved by PRD on June 15, 2022.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreements, LASAN will receive the allocated Round 3 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 318412 Angeles Mesa Green Infrastructure Corridor Project (\$8,401,432) and 318413 Echo Park Lake Rehabilitation Operation and Maintenance Project (\$2,400,000).

Respectfully submitted,



BARBARA ROMERO  
Director and General Manager  
Bureau of Sanitation

REVIEWED AND APPROVED BY:



SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: 12/13/2022

Prepared by:

Gustavo Orozco, Safe Clean Water Implementation Division  
213-485-3979

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
City of Los Angeles, LA Sanitation and Environment  
AGREEMENT NO. 2022RPCSMB01  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment for Angeles Mesa Green Infrastructure Corridor Project, hereinafter referred to as "Recipient."

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

## **I. PARTY CONTACTS**

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

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Michael Scaduto, P.E., ENV SP Principal Engineer LA Sanitation and Environment Safe Clean Water Implementation Division
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	1149 South Broadway, 10th floor, Los Angeles, CA 90015
Phone:	(626) 300-2620	Phone:	213-485-3981
Email:	hharouny@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.

## **II. 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

**III. 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.

**IV. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY**

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.



## **V. 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, LA Sanitation and Environment

Angeles Mesa Green Infrastructure Corridor Project

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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

## **EXHIBIT A – SCOPE OF WORK**

### **A-1. Budget Plan**

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

#### **A-1. 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-2. 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-3. 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-4. 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-5. 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-6. 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-7. 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.
1. 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.
2. 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

3. 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.
4. 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-8. 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-9. 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.
1. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
2. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
3. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

### **B-1. 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-2. 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-3. 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-4. Assignment

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

#### B-5. 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.
1. 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.
2. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9<sup>th</sup>) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

<b>End-of-Activity</b>		<b>Every Third Fiscal Year</b>		
<b><u>Projected End Date</u></b>	<b><u>Audit Report Due to District</u></b>	<b><u>SIP Fiscal Year</u></b>	<b><u>Audit Period</u></b>	<b><u>Audit Report Due to District</u></b>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

3. 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.
4. 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-6. 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.
1. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

#### B-7. Choice of Law

The laws of the State of California govern this Agreement.

#### B-8. 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-9. 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-10. 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-11. 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#@ViewBaq.JumpTo>

#### B-12. 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-13. 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;
1. 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.
1. Terminate any obligation to make future payments to the Recipient.
2. Terminate the Agreement.

3. 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-14. 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-15. 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-16. 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-17. 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-18. 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-19. 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-20. 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-21. 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-22. 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.
1. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
2. 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.
3. 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.
4. The decision to grant an extension is at the sole discretion of the District.
5. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

6. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-23. Modification

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

B-24. 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-25. 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-26. 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-27. 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
  - a. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
1. 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.
2. 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.

- a. 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;
- b. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- c. 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;
- d. 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;
- e. Activity completion.

#### B-28. 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-29. 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-30. 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-31. 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-32. 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:

<b><u>Quarter</u></b>	<b><u>End of Quarter</u></b>	<b><u>Report Due</u></b>
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-33. 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.
1. 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.
2. 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.
3. 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.

4. 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.
5. 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-34. 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-35. 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.
1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.)
7. 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 .

8. 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-36. 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-37. Unenforceable Provision

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

## **EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

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



terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

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

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

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

\_\_\_\_\_(Recipient)\_\_\_\_\_:

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> 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 <b>organic</b> matter

## **EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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



- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

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

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

## 6. Erosion Management and Control

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

## 7. Ongoing Monitoring Activities

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

## 8. Vector and Nuisance Insect Control

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

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
City of Los Angeles, LA Sanitation and Environment  
AGREEMENT NO. 2022RPULAR01  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment for Echo Park Lake Rehabilitation Operation and Maintenance, hereinafter referred to as "Recipient."

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

## **I. PARTY CONTACTS**

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

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Michael Scaduto, P.E., ENV SP Principal Engineer LA Sanitation and Environment Safe Clean Water Implementation Division
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	1149 South Broadway, 10th floor, Los Angeles, CA 90015
Phone:	(626) 300-2620	Phone:	213-485-3981
Email:	hharouny@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.

## **II. 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

**III. 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.

**IV. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY**

- A. The District shall disburse the SCW Program Contribution for the 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

## **V. 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, LA Sanitation and Environment

Echo Park Lake Rehabilitation Operation and  
Maintenance

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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



## **EXHIBIT A – SCOPE OF WORK**

### **A-1. Budget Plan**

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

### **A-1. 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-2. 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-3. 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-4. 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-5. 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-6. 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-7. 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.
1. 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.

2. 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

3. 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.
4. 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-8. 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-9. 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.
1. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
2. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
3. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

### **B-1. 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-2. 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-3. 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-4. Assignment

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

#### B-5. 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.
1. 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.
2. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9<sup>th</sup>) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

<b>End-of-Activity</b>		<b>Every Third Fiscal Year</b>		
<b><u>Projected End Date</u></b>	<b><u>Audit Report Due to District</u></b>	<b><u>SIP Fiscal Year</u></b>	<b><u>Audit Period</u></b>	<b><u>Audit Report Due to District</u></b>
1/15/2024	No later than 10/31/2024	2022-24	7/1/2022 to 6/30/2025	No later than 3/31/2026

3. 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.
4. 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-6. 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.
1. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

**B-7. Choice of Law**

The laws of the State of California govern this Agreement.

**B-8. 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-9. 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-10. 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-11. 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-12. 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-13. 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;
1. 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.
1. Terminate any obligation to make future payments to the Recipient.
2. Terminate the Agreement.

3. 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-14. 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-15. 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-16. 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-17. 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-18. 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-19. 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-20. 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-21. 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-22. 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.
1. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
2. 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.
3. 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.
4. The decision to grant an extension is at the sole discretion of the District.
5. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

6. Example:

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2022–23	6/30/2028	No later than 3/31/2028	No later than 6/30/2029

B-23. Modification

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

B-24. 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-25. 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-26. 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-27. 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
  - a. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
1. 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.
2. 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.

- a. 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;
- b. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- c. 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;
- d. 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;
- e. Activity completion.

#### B-28. 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-29. 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-30. 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-31. 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-32. 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:

<b><u>Quarter</u></b>	<b><u>End of Quarter</u></b>	<b><u>Report Due</u></b>
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-33. 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.
1. 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.
2. 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.
3. 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.

4. **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.
5. **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-34. 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-35. 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.
1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.)
7. 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 .

8. **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-36. 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-37. Unenforceable Provision**

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

## **EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

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

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

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

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the \_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).



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

\_\_\_\_\_(Recipient)\_\_\_\_\_:

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

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	<b>Large</b> sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> 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 <b>organic</b> matter

## **EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

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

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

#### 6. Erosion Management and Control

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

#### 7. Ongoing Monitoring Activities

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

#### 8. Vector and Nuisance Insect Control

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



## TRANSMITTAL 3

# City of Los Angeles Safe Clean Water Program Angeles Mesa Green Infrastructure Corridor Project Regional Scope of Work FY 2022-23







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## A-1. Budget Plan

The Central Santa Monica Bay (CSMB) Watershed Area generates up to \$17.4M of anticipated annual Regional Program funds. For Fiscal Year 2022-2023 (FY 22-23), the CSMB Watershed Area Steering Committee (WASC) voted to include the Angeles Mesa Green Infrastructure Corridor Project (Angeles Mesa GIC Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five-year plan developed by each WASC that recommends funding allocations for projects and programs in the Regional Program's Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The Angeles Mesa GIC Project is scheduled to be completed by Fiscal Year FY 27-28. The amount of SCW Program contribution that was approved by the CSMB WASC in the SIP on April 26, 2022 is shown below (Table 1A).

**Table 1A.** The SCW Program contribution for the Angeles Mesa GIC Project

FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
\$573,550	\$530,000	\$3,598,941	\$3,598,941	\$100,000	\$8,401,432

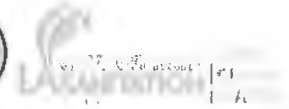
The construction cost for this Project is estimated to be \$7,137,882. The life span of the Project is 50 years.

The City of Los Angeles (City) is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leveraging internal resources to support this and other stormwater projects in the City. Below are all the phases of the Project 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 5-year Budget Plan for SCWP contribution for the Angeles Mesa GIC Project is shown in Table 1B.

**Table 1B.** Budget Plan

Angeles Mesa GIC Project  
FY 22-23 Regional Program Scope of Work



Development Phase	SCW Funding per Fiscal Year					TOTAL
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	
Planning	\$73,550	-	-	-	-	\$73,550
Design	\$500,000	\$530,000	-	-	-	\$1,030,000
Construction	-	-	\$3,598,941	\$3,598,941	-	\$7,197,882
O&M	-	-	-	-	\$100,000	\$100,000
<b>TOTAL</b>	<b>\$573,550</b>	<b>\$530,000</b>	<b>\$3,598,941</b>	<b>\$3,598,941</b>	<b>\$100,000</b>	<b>\$8,401,432</b>



## **A-2. Consistent with SCW Program Goals**

The Angeles Mesa GIC Project aims to improve water quality, mitigate floods and restore habitat within the Mesa Heights neighborhood and the Ballona Creek Watershed. Several blocks of green streets through the Mesa Heights neighborhood will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The Project site begins near Leimert Park Plaza, extending south parallel to Crenshaw Boulevard, west towards Angeles Mesa Elementary School and east towards Hillcrest Drive. The Project is located in the Mesa Heights neighborhood of Los Angeles, City Council District 8 (34°00'13.26" N, 118°19'45.73" W). The Project area, within the Ballona Creek Watershed, currently has minimal existing stormwater infrastructure or green infrastructure. The majority of the drainage area for the Project is also a disadvantaged community (DAC) and the Project will remove 84.6 percent of bacteria and 100 percent of trash from the surface runoff during storm events through the use of 30 dry wells.

The Project would complement another project in the area, namely Destination Crenshaw, which is a transformative infrastructure project along Crenshaw Boulevard, and is projected to precede this Project. The Angeles Mesa GIC Project elements will be designed to not overlap with the Destination Crenshaw Project. The Project team will continue to coordinate with Destination Crenshaw, throughout design process for this project.

The Project will provide six out of the seven community investment benefits defined in the SCWP including improved flood mitigation, restoration of habitat, enhanced recreational opportunities, increasing shade, carbon sequestration, and greening at schools. Project features related to recreation and vegetation (greening of schools, recreational enhancements, and trees for carbon sequestration and reduction in heat island effect, etc.) will be located throughout in DAC areas.

### **Water Quality Benefits- Wet Weather**

The Project area is located within the Ballona Creek Watershed Management Area Group, an important watershed in Southern California that is densely and heavily urbanized. Due to high urbanization, the watershed consistently faces water quality impairments from the presence of metals, organics, chemicals, trash, debris, oil, grease, and pathogens. To address these impairments, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific Total Maximum Daily Loads (TMDLs) for numerous pollutants, including the following: Ballona Creek Trash, Ballona Creek Estuary Toxic Pollutants, Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria, Ballona Creek Metals, Santa Monica Bay Nearshore and Offshore Debris, Santa Monica Bay DDTs and PCBs, Ballona Creek Wetlands Sediment and Invasive Exotic Vegetation. The City of Los Angeles and partner agencies have outlined a plan to address these impairments through the Enhanced Watershed Management Plan (EWMP), which strategizes and lists water quality projects. The Angeles Mesa Green Infrastructure Corridor



Project is included in the EWMP, and will help in the City's compliance strategy with the various water quality requirements and plans including the City's NPDES MS4 Permit, Ballona Creek TMDL's, and Ballona Creek Enhanced Watershed Management Program

To meet the goal of improving water quality, this Project will implement several stormwater Best Management Practices (BMPs) at multiple collection points and areas along the Project site, effectively targeting areas that have the highest concentration of pollutants, especially trash and heavy metals. Additionally, this Project will help reduce wet and dry weather bacteria discharges to the Ballona Creek Estuary and Santa Monica Bay.

The Project area, within the Ballona Creek Watershed, currently has minimal existing stormwater infrastructure or green infrastructure. The proposed Project will install several types of stormwater capture and permeability-promoting features including drywells, swales, and parkway planters along the streets. The Project will be capable of capturing a total of 146 acre-feet (AF) annually (67 AF of wet weather runoff and 79 AF of potential dry weather runoff). Approximately, 71.4 percent of zinc, 84.6 percent of bacteria, and 100 percent of trash will be removed from the captured wet and dry weather runoff within the Ballona Creek watershed. The project received 50 points for the SCW water quality benefits criterion.

### **Water Supply Benefits**

Dry wells will capture stormwater runoff and infiltrate supplies to the groundwater basin. The groundwater basin nearest to the project site is the Central Basin aquifer adjudicated and managed by the Water Replenishment District of Southern California (WRD). The Project will capture an average of 67 AF of wet weather runoff per year. The Project has the potential to capture an additional 79 AF of dry weather runoff per year. From a total drainage area of 162 acres, the Project's water supply benefit including Dry Weather Flow is 146 AF per year. In addition, the green street BMPs such as tree wells and bioswales will provide local surface infiltration that will help support the plant life and soil health nearby.

The Project will improve water quality and supply, minimize surface runoff to help replenish soil moisture and reduce flooding in the neighborhood, promote water conservation through the use of drought resistant/native plants, and treat runoff to protect groundwater from contamination. During the 50-year Project lifecycle, it is anticipated to collect and infiltrate 2.38 billion gallons of stormwater runoff. The project did not obtain any points for this criterion.

### **Community Investment**

The Project is located in the Mesa Heights neighborhood of Los Angeles, City Council District 8 (33°59'35.7" N, 118°19'01.8" W). The land uses in the Project area are largely commercial and single family households. The commercial mix is mostly small storefront businesses, along West 54th Street. The Mesa Heights neighborhood is mostly designated as a disadvantaged community. A DAC is a census block group with an annual median household income less than 80 percent of the state's annual median household income. Across the region and the state, DACs tend to suffer from a combination of economic, health, and environmental burdens, including poverty, high unemployment, air and water pollution, the presence of hazardous wastes, and a high incidence of asthma and heart disease.

The Project will provide six out of the seven community investment benefits defined in the Safe Clean Water Program (improved flood mitigation, restoration of habitat, enhanced recreational opportunities, increasing shade, carbon sequestration and greening at schools). Features related to recreation and vegetation (greening of schools, recreational enhancements, and trees for carbon sequestration and reduction in heat island effect, etc.) will be located throughout the DAC Project area. Approximately 120 planted trees, upon maturity will provide approximately 500 square feet of canopy for a total of approximately 60,000 square feet of new canopy.

The Project area and the green street elements will be placed in an area of High or Very High park need according to the 2016 Los Angeles Countywide Parks and Recreation Needs Assessment. While green streets cannot provide the recreational benefits of regional parks, in densely developed areas such as Mesa Heights, green streets can provide green landscaped areas and shades, aesthetically enhancing the neighborhood while providing air and water quality benefits.

Special care will be taken to provide greening elements at the schools in the Project area such as Crenshaw High School and Angeles Mesa Elementary, taking into account the Safe Routes to Schools for these schools as identified by LAUSD.

As shown in the funding application, there is a record of flooding complaints in the Project area that will be minimized with the new investments and green stormwater infrastructure. The project obtained 5 points for this criterion.

## **Nature Based Solutions**



Green, nature-based BMP's placed in the public right-of-way are a well-known strategy for providing water quality and community benefits. Nature based solutions have been the pursued alternative since this Project's conception as they can also provide community enhancing features.

The proposed parkway planters, trees, and other green street elements will be designed to slow water and allow it to infiltrate into the underground aquifer. The drywells will use the natural process of infiltration to convey water to the aquifer, and the earth will provide a filtering process as the water travels into the aquifer. The parkway planters and parkway vegetated areas will all be planted primarily with California native plants and some California-friendly vegetation. The Project will also add about 120 trees, primarily California-native species, increasing carbon sequestration to the area. Each of the trees, upon maturity, will provide approximately 500 square feet of canopy for a total of approximately 60,000 square feet of new canopy. According to the US Forest Service Center for Urban Forest Research Tree Carbon Calculator, each tree will sequester approximately 95 pounds of carbon annually. The project obtained 10 points for this criterion.

#### **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 a score of 3 points. The City conducted extensive public outreach via zoom meetings to substantially enhance communication with potential interested parties. The City engaged with City Council District, Neighborhood Councils, Destination Crenshaw, and local nongovernmental organizations (NGOs). The project obtained 3 points for this criterion.

Since the Angeles Mesa GIC Project is approved for funding, community outreach and engagement for the Project will be conducted in accordance with the Los Angeles County SCWP requirements.

#### **Quantitative Target and Corresponding Metrics**

For the CSMB watershed, this Project represents an exemplary opportunity to provide water quality, water supply, and community benefits to a DAC. The SCWP scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 68 points. Table 2A below shows the quantitative targets and corresponding metrics information for this water quality Project.

**Table 2A. Quantitative Targets and Corresponding Metrics**

Angeles Mesa GIC Project  
FY 22-23 Regional Program Scope of Work



TARGETS AND METRICS			
Metric Name	Quantitative Target	Value for Quantitative Target	Estimated Achievement Date
Drywells Installation	# of drywells installed	30	September 30, 2027
New Trees Planted	# of new trees installed	120	September 30, 2027
Landscaping	Area of landscaping	3,000 sf	September 30, 2027
Bioswale Installation	Area of new bioswale greenery	14,000 sf	September 30, 2027



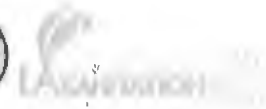


### A-3. Estimated Reasonable Total Activity Cost

The Class O estimate for phases and tasks are included in the Feasibility Study work schedule for the Angeles Mesa GIC and are summarized in Table 3A below.

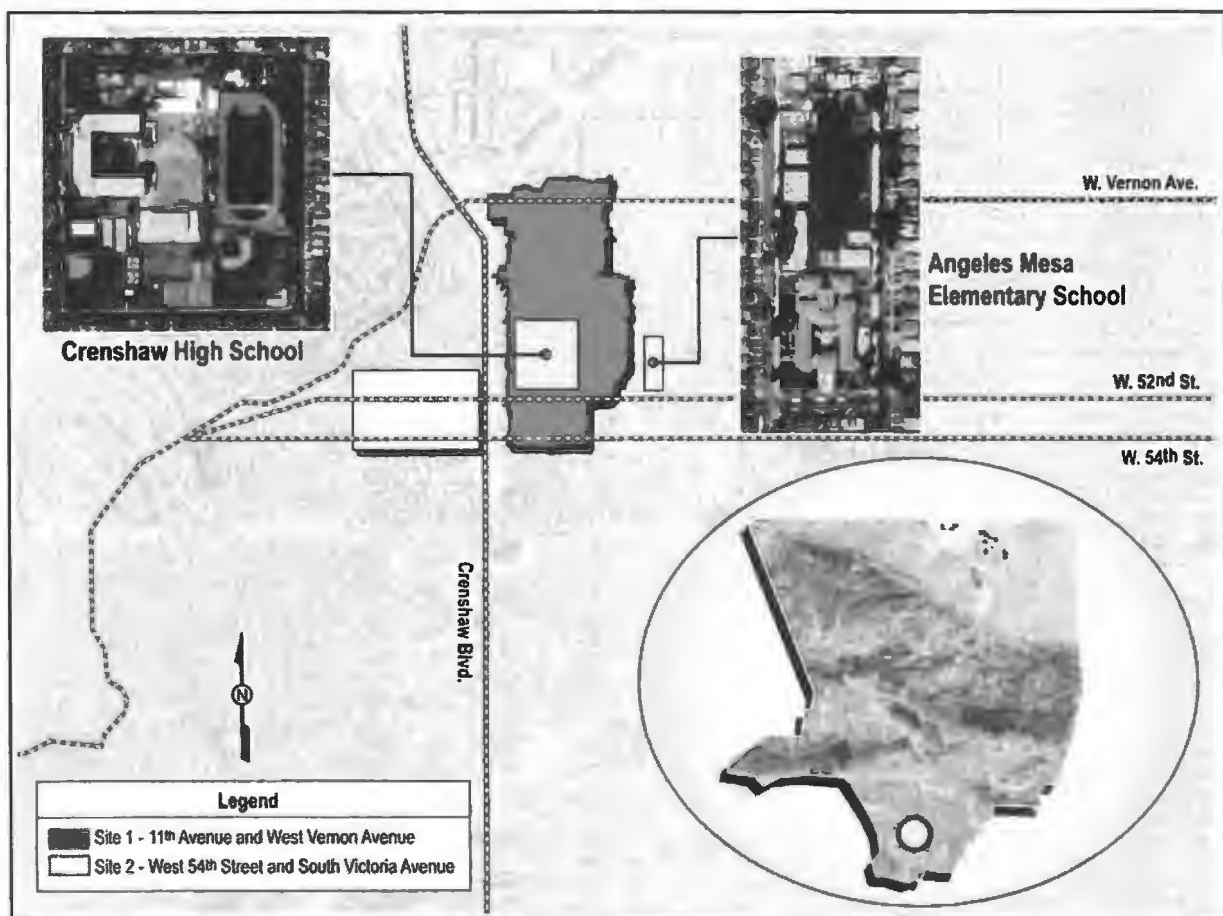
**Table 3A.** Cost Estimate

ACTIVITY COST FOR ALL PHASES	
Tasks	Cost
Planning	\$73,550
Design	\$ 1,030,000
Construction	\$7,197,882
O&M	\$100,000
<b>Total Project Cost</b>	<b>\$ 8,401,432</b>



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

The Angeles Mesa GIC Project aims to improve water quality, mitigate floods, and restore habitat within the Mesa Heights neighborhood and the Ballona Creek Watershed. Several blocks of green streets through the Mesa Heights neighborhood will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. The Project site begins near Leimert Park Plaza, extending south parallel to Crenshaw Boulevard, west towards Angeles Mesa Elementary School and east towards Hillcrest Drive. The Project area extended south ends at approximately West 54th Street. The Project is located in the Mesa Heights neighborhood of Los Angeles, City Council District 8 (33°59'35.7" N, 118°19'01.8" W). Refer to figure 1 for project location.

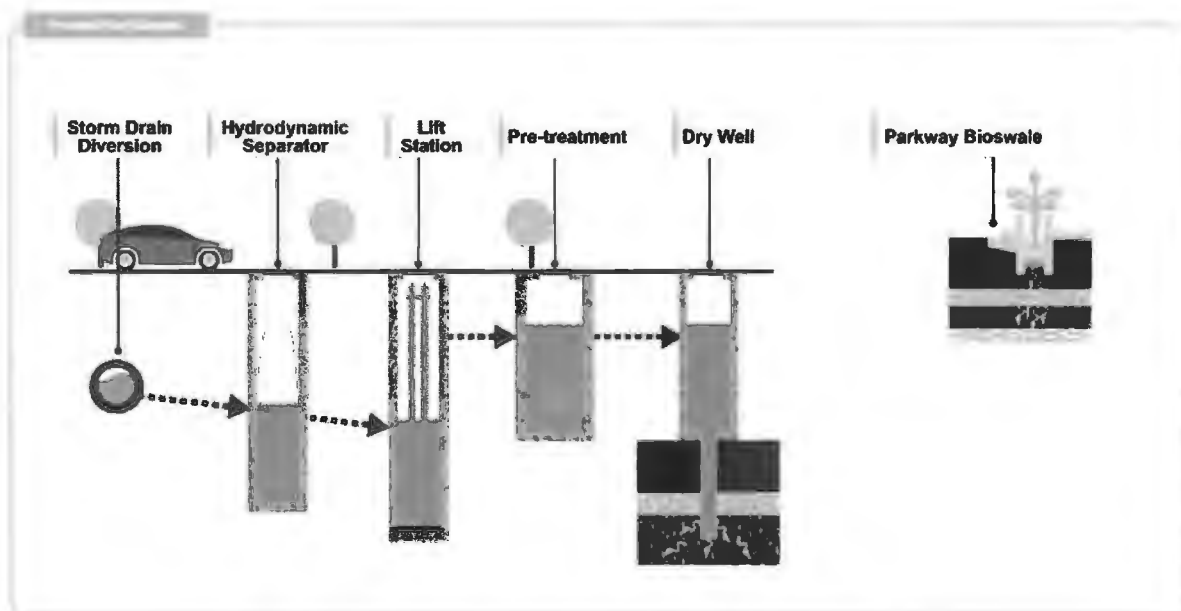


**Figure 1.** Location Map with Drainage Areas Indicated (Site 1 and Site 2)

The Project area, within the Ballona Creek Watershed, currently has minimal existing stormwater infrastructure or green infrastructure. The proposed Project will install several types of stormwater capture and permeability-promoting features including drywells, swales, and parkway planters along the streets.

The Project was originally created to include green street elements along Crenshaw Boulevard. With the construction of Destination Crenshaw, a transformative infrastructure project along Crenshaw Boulevard projected to precede this Project, these elements were modified to not overlap and the Project's drainage area was divided into two separate sections.

The potential drainage area for the Project is 162 acres and is anticipated to capture and infiltrate 67 AF per year of stormwater as well as 79 AF per year of dry weather flows. Figure 2 depicts the proposed water management schematic. The parkway bioswales, trees, and other green street elements will slow water and allow it to infiltrate the underground aquifer. Figure 3 is a rendering of what a combined green street element and drywell could look like at street level. A total of 30 drywells are planned for the Project in the City of Los Angeles' drainage area. The Project is anticipated to take approximately 3 years for design and construction.



**Figure 2.** Proposed Water Management Schematic



**Figure 3.** Rendering of Green Street Element

### **Relevant EWMP, TMDLs, and Compliance Metrics**

The Los Angeles County Municipal Separate Storm Sewer System (MS4) permit outlines the process for developing watershed management programs to achieve compliance such as the Ballona Creek Enhanced Watershed Management Program (EWMP). The Ballona Creek EWMP consists of all the agencies draining into the watershed, except Caltrans, the State of California, and the United States Government. Ballona Creek is subject to the following TMDLs:

- Ballona Creek Trash.
- Ballona Creek Estuary Toxic Pollutants.
- Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria.
- Ballona Creek Metals.
- Santa Monica Bay Nearshore and Offshore Debris.
- Santa Monica Bay DDTs and PCBs.
- Ballona Creek Wetlands Sediment and Invasive Exotic Vegetation.

The Project area is located within the Ballona Creek Watershed as shown on Figure 4; an important watershed in Southern California that is densely and heavily urbanized. Due to the high



urbanization, the Ballona Creek Watershed is faced with poor quality of urban runoff resulting from the presence of trace metals, organic chemicals, trash, debris, oil and grease, and some pathogens. To address these concerns, the Los Angeles Regional Water Quality Control Board (LARWQCB) established specific TMDLs for metals, trash, and bacteria. The proposed Project will attempt to address these TMDLs while also capturing stormwater for infiltration and increased water supply.



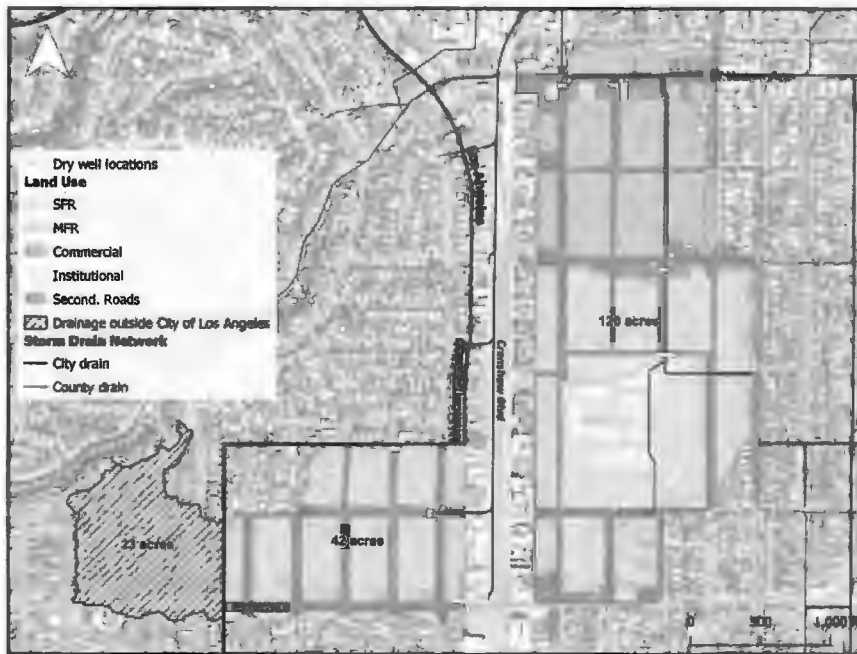
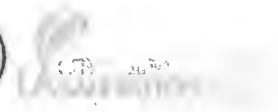
**Figure 4.** Ballona Creek Watershed Management Area with Project Location Shown in Red

The Project area is located within the Ballona Creek subwatershed identified as 106749 (see Figure 6 from Ballona Creek EWMP Appendices 7.B Los Angeles Subwatershed Index Map). This subwatershed has a load reduction requirement of 90 percent to achieve compliance. Per the Ballona Creek EWMP the cumulative BMP capacity for this subwatershed to achieve both Metals TMDLs compliance (by 2021) and Bacteria TMDL compliance (by 2021) is approximately 38.6 AF.



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Angeles Mesa GIC Project  
FY 22-23 Regional Program Scope of Work



**Figure 6.** Land Uses Within Project Drainage Areas

**Table 4A.** Land Use Information for the Angeles Mesa GIC Area

Land Use	Area (acres)	Percent of Area
Single-Family Residential	24.57	27%
Multi-Family Residential	16.38	18%
Commercial	6.37	7%
Institutional	22.75	25%
Industrial	-	-
Secondary Road and Alley	20.93	23%
Total Impervious Area	91	56.17%
Total Pervious Area	71	43.83%
<b>Total</b>	<b>162</b>	<b>100.0%</b>



### **Project Status and Site Constraints**

The Feasibility Report for the Angeles Mesa GIC Project was completed in June 2021. 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 Crenshaw Boulevard and around Angeles Mesa Elementary School, 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 existing design plans. However, these sources may have outdated utility information. As a result, a full utility investigation will be completed during the design phase.



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

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

The planting design will include tree, shrub, and ground cover layers. The vegetation will be maintained as needed to keep up the aesthetic appearance and filtration capabilities.

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

**Table 5A. Typical O&M Activities**

BMP Component	Operation and Maintenance Duties
Bioswales	<ul style="list-style-type: none"> <li>• Facility soil will be maintained. Flow entrances, ponding areas, and surface overflow areas will be inspected for erosion periodically. Soil and/or mulch will be replaced as necessary to maintain an infiltration rate at or near the initial infiltration rate for the duration of the Project.</li> <li>• Site vegetation will be maintained as frequently as necessary to maintain fire protection, public safety, and the aesthetic appearance of the site as well as the filtration capabilities. This includes the removal of fallen, dead, and/or invasive plants, watering as necessary, and the replanting and/or reseeding of vegetation for reestablishment as necessary. Swales and filters will be mowed as necessary</li> <li>• BMP inlets will be inspected and maintained to ensure even flow enters the facility. Sediment collecting at the inlet will be removed as necessary.</li> </ul>
Street Trees	<ul style="list-style-type: none"> <li>• Inspect street trees for diseased, infested, or damaged conditions. Remove trees as required by conditions.</li> </ul>



	<ul style="list-style-type: none"><li>• 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.</li><li>• Remove and dispose of waste in accordance with applicable waste disposal requirements.</li></ul>
Drywells	<ul style="list-style-type: none"><li>• The drywell systems are anticipated to require maintenance anywhere from twice a year to one every two years depending on sediment/debris loading at each location.</li><li>• The catch basins will require routine maintenance to remove sediment/debris.</li><li>• Regular inspections shall take place to ensure that the pretreatment sediment removal BMP/forebay is working efficiently. Sediment buildup exceeding 50 percent of the forebay sediment storage capacity shall be removed.</li><li>• The infiltration facility shall be maintained to prevent clogging. Maintenance activities include checking for debris/sediment accumulation and removal of such debris.</li></ul>



## **A-6. Post-Construction Monitoring**

Baseline data will be obtained, if needed, to inform the Project's design and planning and will identify any factors that present a challenge to water quality goals

Project effectiveness monitoring provides insight to the efficiency of the treatment best management practices (BMPs) in meeting Project goals. This type of monitoring will help optimize the Project for long-term O&M. Monitoring at the BMP sites will continue, as needed at this phase, in order to ensure and optimize the effectiveness of the BMPs.

Long-term O&M monitoring is essential to proactively ensure that the Project goals and benefits will be maintained and protected in the years following Project effectiveness monitoring. Monitoring will rely on real-time continuous monitoring systems and will include visual inspections and site observations, and will continue for the life of the Project.

## **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. Institute for Sustainable Infrastructure (ISI) is a not-for-profit education and research organization founded by the American Public Works Association, the American Council of Engineering Companies, and the American Society of Civil Engineers. Envision supports higher performance through more sustainable choices in infrastructure development. The framework provides a flexible system of criteria and performance objectives to aid decision makers and help project teams identify sustainable approaches during planning, design, and construction that will carry forward throughout the project's operations and maintenance and end-of-life phases. Using Envision as a guidance tool, owners, communities, designers, contractors, and other stakeholders are able to collaborate to make more informed decisions about the sustainability of infrastructure. At this time, the City has not applied for ISI verification for the Project and, consequently, there is 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 roles of community outreach and community engagement activities for the County of Los Angeles's Safe Clean Water Program. The neighborhoods and areas receiving community outreach and community engagement for the Project will be based on the Project's scope and potential impacts. Before engaging with the community at large, the Project team will meet with key elected officials to determine the type of community outreach, engagement, and input desired from the community as well as the best methods to use to successfully outreach to and engage with the community. From those initial meetings, a customized approach will be developed that provides space and opportunities for community input and engagement.

### **Potential Project Benefits and Concerns**

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

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

- **Flood Mitigation** - 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 30 dry wells that have the capacity to capture 146 AF 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 approximately 14000 square feet (SF) of parkway bioswales, and approximately 120 new trees with a focus on California natives in new medians as well as improved sidewalk areas will create 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 Mesa Heights Neighborhood.

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

- **Sidewalk Project Elements** - Items of discussion may include design features, operation and maintenance items, and other project features.
- **Construction Impacts** - Traffic and access issues will need to be addressed with the community prior to and during construction. Additionally, other items such as dust control and other potential environmental impacts during construction would need to be addressed during the outreach efforts.
- **Gentrification** - While no single project is a cause or a predictor of gentrification, the project team will be sensitive to these concerns and incorporate mechanisms to provide community members a forum to positively channel their concerns.

### **Project Onset**

The City of Los Angeles has already conducted initial discussions with Project stakeholders, including Council District 8 and community groups. The Angeles Mesa GIC received letters of support from the City of Los Angeles Council District 8 and from Destination Crenshaw. 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, Los Angeles 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 Marqueece Harris-Dawson's office (Council District 8) to schedule a site visit at the Project location and seek input from Council staff regarding the following:

- Identify community stakeholders for outreach and engagement
- Identify effective community outreach and engagement methods



- Receive input on median placement concerns and other potential project concerns and issues

The Project team will also plan to brief various City agencies such as the Mayor's Office, 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 8, and neighborhood council leadership, community outreach and engagement methods and materials will be developed and implemented throughout the life of the Project.

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

#### Online Media Outreach

- Project web site/web page
- Social media including Facebook, Twitter, Instagram and NextDoor
- Regularly scheduled project update e-mails to stakeholders
- E-mail to the neighborhood councils for further dissemination to residents
- Visual simulations (e.g., videos or online interactive tools) to show at community meetings and post on the website
- Project and construction updates and notices in the form of website updates, and social media posts.

#### Local Media Outreach

- Articles and project/construction notices in community newspapers including the LA Daily News and others, as identified
- 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.



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



## **A-9. Tracking Infrastructure Program Project Benefits**

### **Dry and Wet Weather Water Quality Benefits**

The Project will be capable of capturing annually 146 AF of runoff total (67 AF of wet weather runoff and 79 AF of potential dry weather runoff). 71.4 percent of zinc, 84.6 percent of bacteria, and 100 percent of trash will be removed from the captured runoff within the Ballona Creek Watershed. In addition, biofiltration will provide filtration and additional removal of contaminants from the stormwater before it's routed to the groundwater.

### **Water Supply Benefits**

The Project will capture an average of 67 AF of wet weather runoff per year. The Project has the potential to capture an additional 79 AF of dry weather runoff per year.

The total life-cycle cost per AF of stormwater/urban runoff volume captured for water supply. The annual average for stormwater capture is 146 AF/year and with a 50-year life cycle, the annual life-cycle cost is estimated to be \$274,273. The resulting total annualized life-cycle cost per unit of acre foot of stormwater and/or urban runoff for the Project is \$1,879 AF/year, which is over \$1,500/AF but under \$2,000/AF.

### **Community Investments Benefits**

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

The Project will divert surface flows to drywells, providing a flood mitigation benefit to the Project area, especially during heavier storm events. The Project features are in an area known to experience localized flooding during especially heavy rain events. With that in mind, the Project will include additional greening of the area to reduce runoff as well as 30 drywells capable of up to 0.5 cubic feet per second (cfs) of diversion each from the surface streets. Doing so will capture water that would otherwise accumulate on the surface and then redirect captured water for underground infiltration. The act of removing water from the surface and redirecting it underground also provides a flood mitigation benefit. Hence, the Project has a positive impact on flooding after implementation.

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

The Project will enhance the parkways through additions of parkway planters, trees, and educational signage throughout the neighborhood. Additional landscaping for the Project will also encourage communities of insects and birds to frequent the schools, adjacent parks and streets.



### **3 – Enhanced Recreational Opportunities**

The Project will significantly enhance recreational opportunities for the public by improving the aesthetics of the area and encouraging more walking and jogging. Educational features will add a new educational component for people to enjoy. The new landscaping in the neighborhood will improve aesthetics and the experience for walkers, runners, and sight seers in the neighborhood and may encourage more outdoor dining.

### **4 – Greening of Schools**

The Project includes greening of schools using California native vegetation at two different school sites.

### **5 – Reducing Heat Island Effect and Increasing Shade**

The Project's landscaping elements, including additional trees, will provide additional shade for the public and help reduce the heat island effect.

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

The Project will add trees and significant new vegetation to the Project area, which will help with carbon sequestration and improve air quality through the natural processes of plant respiration and photosynthesis.

### **Leveraging Funds and Community Support**

The City acknowledges that the only eligible expenditures for the Project are those incurred after November 7th, 2018. No leveraging of cost opportunities has been identified for the Project. However, the City is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leverage internal resources to support this and other stormwater Projects in the City. Robust public outreach will be maintained throughout Project delivery as described in section A-8.



## **A-10. Work Schedule and Completion Date**

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

Angeles Mesa GIC Project  
 FY 22-23 Regional Program Scope of Work



**Table 10A.** The Proposed Project Schedule for Angeles Mesa GIC

Project

Phase	FY 2022/23		FY 2023/24				FY 2024/25				FY 2025/26				FY 2026/27				FY 2027/28	
	2023				2024				2025				2026				2027			
	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND	JFM	AMJ	JAS	OND
Planning																				
Design																				
Permitting																				
Procurement																				
Construction																				
Optimization																				
Outreach																				

## Abbreviations and Acronyms

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



BPW-2022-0832

## TRANSMITTAL 4

# City of Los Angeles Safe Clean Water Program Echo Park Lake O&M Project Scope of Work FY 2022-23 (Round 3)





## A-1. Budget Plan

For Fiscal Year 2022-23 (FY22-23), the Safe Clean Water Program (SCWP) ULAR Watershed Area Steering Committee (WASC) voted to include the Echo Park Lake Operation and Maintenance Project (Project) into the Regional Infrastructure Program and the five-year Stormwater Investment Plan (SIP). The SIP is an annual five-year plan developed by each WASC that recommends funding allocations for Projects and Programs in the Regional Program's Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years. The total funding request for the Project is \$2,400,000 over five years. On April 21, 2022 the Safe Clean Water Program (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. The amount of SCWP contribution amount approved by the ULAR WASC in the FY22-23 SIP is shown in Table 1A.

**Table 1A.** The SCW Program contribution for the Echo Park Lake Operation and Maintenance (O&M) Project.

FY 22-23	FY 23-24	FY24-25	FY 25-26	FY 26-27	TOTAL
\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$2,400,000

The City is committed to improving public health and the environment and will utilize 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 for Echo Park Lake. The Project's Budget Plan identifies the amount of SCWP Regional funding contribution for the O&M phase and associated tasks included in the project's work schedule. The Five-year Budget Plan for the Project is shown in Table 1B.

**Table 1B.** Budget Plan for A-1

Phase	SCW Funding per Fiscal Year					TOTAL
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	
<b>O&amp;M</b>	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$2,400,000





## **A-2. Consistent with SCW Program Goals**

The Project sustains the goals of the original Echo Park Lake Rehabilitation Capital Project which was funded by the City of Los Angeles Clean Water Bond Program (Proposition O) and completed in 2013. A main goal of the original Project was to address the lake's status as an impaired waterbody by removing contaminated sediments, relining the lake bed and installing pretreatment devices and treatment wetlands. These improvements help to achieve water quality improvements to comply with Total Maximum Daily Load (TMDL) regulatory limits. A three-year optimization (evaluation and commissioning) period concluded in June 2018 which defined the maintenance tasks and frequency needed to ensure sustainable operation, maintain water quality and protect public health. Funding for the Project allows the City to accomplish O&M activities that have been deferred due to budget constraints.

The Project will allow the existing facilities to meet the primary goals of water quality improvements, while providing open space, recreational amenities, flood mitigation, and reduced water supply demand. These are all stated objectives of the SCWP. The Project will help sustain the existing 13 acres of the lake for recreational public use purposes and also mitigate local flooding as the lake also serves as an equalization and retention basin. The lake captures up to 74 acre-feet per year of stormwater from a total annual inflow of 197 acre-feet from a 780-acre drainage area. Diverted flows into the Project are treated on site by physical pretreatment systems and natural wetlands, reducing levels of pollutants such as trash, nutrients and organics. The Project also reduces the amount of zinc, copper and other pollutants that would otherwise reach the Los Angeles River and downstream receiving waters. The Project will help meet the objectives of the Safe Clean Water Program by reducing nutrient concentrations (Total Nitrogen and Total Phosphorus) over the long-term by up to 93%. The SCWP scoring evaluation, presented in the Feasibility Study for this Project (and described below) outlines further how this Project meets the goals of the SCWP.

### **Water Quality-Cost Effectiveness**

Water quality cost-effectiveness is the 24-hour capacity divided by the construction cost in millions of dollars. The module-generated calculated 24-hour capacity is 90.28 acre-feet, divided by the construction cost of the original capital project, \$25,972,441, resulting in a cost-effectiveness score of 3.48 which gives 20 points per the scoring criteria.

### **Water Quality Benefits- Wet + Dry Weather**

For this category, Project criteria were entered into the WMMS model, and the modeling results generated a 93.3% percent Total Nitrogen concentration reduction for the primary pollutant, which is above the 80 percent required for the Project to receive the maximum points (20 points) in this category. The Project will also achieve a concentration reduction of 92% for Total Phosphorus as the secondary pollutant, which is above the 80% reduction to achieve ten points in this category.



### **Water Supply Benefits – Part 2**

The Project is able to capture up to 74 acre-feet (AF) of stormwater per year and additional dry flows which sustain the lake and wetlands ecosystem, including plant communities and aquatic habitat and offsets potable water demand. This volume contributes two points in the Water Supply Part 2 category.

### **Community Investment**

The O&M efforts of the Echo Park Lake will 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 at the lake and lake edge such as boating, fishing, and bird watching. The Project is located in the middle of seven densely populated census tracts that are in the 90-95% percentile of Disadvantaged Communities according to CalEnviroScreen. For many of the 30,000 residents who live in the immediate area, the park and lake is the only recreational facility within walking distance, and the only park with aquatic habitat with recreational use for miles. On a daily basis, scores of individuals, families, schools and groups use the park for recreation, exercise and social and educational activities. O&M of the lake and wetlands ensures a healthy environment for persons visiting and using the park facilities, or recreating on the lake and enjoying the wetlands habitat and wildlife.

Six community benefits for 10 points are achieved by the Project. The Project will maintain restored lake edge and walkways, viewing platforms and safe access along lake for public access to waterways and maintains the enhanced recreational opportunities. Wetland plants, edge plantings including trees will be maintained or enhanced or replaced for additional shade. The lake itself helps mitigate local heat island effect. Native aquatic planting and edge plants will be maintained, non-native vegetation removed and maintenance is expected to increase treatment wetlands vegetation approximately 10%/year over five years.

### **Nature Based Solutions**

The Project maintains the Nature-Based Solutions of over four acres of treatment wetlands and park space that provide natural processes to slow, detain and uptake pollutants and enhance habitat. Four wetland zones, or “cells,” consisting of mostly native vegetation, aquatic plants are located around the lake to help 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 also achieve water quality improvement 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. The Project achieves ten points in this category.



**Leveraging Funds and Community Support**

The City is contributing upwards of \$500,000 annually in municipal leveraged funds for operations, maintenance, monitoring, equipment and other costs and activities relating to the Project to support the SCW Regional funding for a total cost share amount of \$1,989,000. The facility and the Project has received strong community support. Multiple letters and public comment in support of this project were received from the community.

**Quantitative Target and Corresponding Metrics**

Will be developed once O&M contracts are secured.



### 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. Details can also be found in section A-5 O&M plan.

**Table 3.** Detailed Estimate for annual activity costs

ACTIVITY COST ESTIMATE FOR ANNUAL O&M	
Tasks	Cost
Trash & debris removal & disposal	\$38,000
Apple Snails population control and dead animal removal	\$15,000
Weed & Algae removal	\$45,000
Care, replacement of aquatic plantings	\$15,000
Repair and installation of safety barriers, bird deterrents, etc.	\$12,000
Excess sediment removal from wetlands	\$90,000
Disposal of green waste and sediments; equipment, hauling, tip fees	\$30,000
Inspection, repair, calibration of in-lake aeration, recirculation, monitoring systems (underwater)	\$50,000
Project monitoring, including for algae/blue green algae	\$19,500
Biological control treatments (for algae and bga) and assessment	\$42,850
Assessment and control of invasive species (frogs, turtles)	\$25,000
Lotus bed upkeep	\$6,000
Vector prevention	\$12,000
Environmental permitting	\$30,000
Outreach and educational signage	\$6,000
subtotal	\$436,350
Plus contingency 10%	\$43,635
Total funded activities	\$479,985

#### **A-4. Funded Activity Description and Scope of Work**

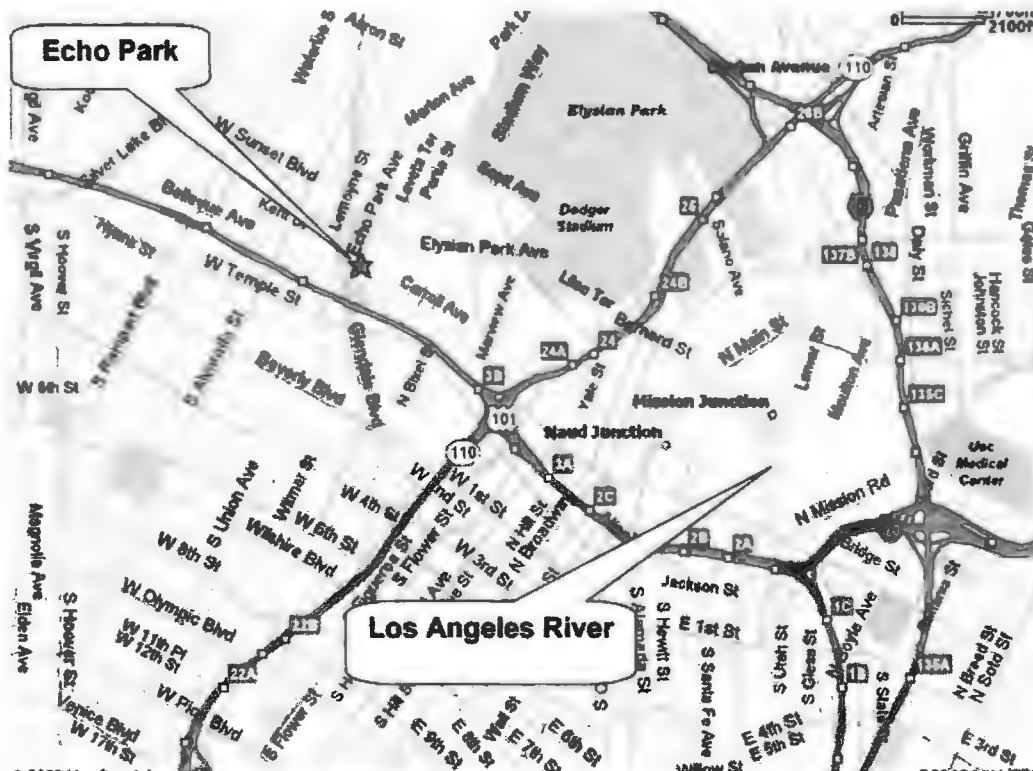
The Project aims to sustain and improve the performance of the existing facilities by funding necessary O&M activities. The primary focus of this effort will be the utilization of contracted services to keep the lake and wetland ecosystems functioning. Critical daily or weekly tasks identified include: 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: monitoring and biological treatments for control of algae and blue-green algae (cyanobacteria) to maintain lake equilibrium and protect public health; excess 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 updating of vector control plan and tasks as necessary; review and action as needed to ensure compliance with environmental laws and regulations pertaining to the scope of work; environmental education (for example, “Do not feed the birds” and water quality informational signage) and outreach and engagement to the community.

The Project is located at 751 Echo Park Avenue, two miles northwest of downtown Los Angeles in the Echo Park/Silver Lake community of the City of Los Angeles. Land use in the Project watershed is primarily single- and multi-residential with large areas of commercial, institutional and urban open space/vacant land. The Project is located within the ULAR Watershed in the Echo Park community of Los Angeles and within City Council District 13, west of Echo Park Avenue, east of Glendale Boulevard, south of Park Ave and north of Bellevue Ave and the 110 Freeway. Figure 1 depicts the lake and the surrounding park with Project components. Figure 2 shows a location map of the Project. The total drainage (capture) area of the Echo Park Lake watershed is 780 acres, with 400 acres of impervious area. Table 4A provides the breakdown of impervious area by land use area for the Project area.



2 EPL - Major project elements of lake and wetlands O&M

**Figure 1. Echo Park Lake O&M Project Overview**



**Figure 2. Echo Park Lake location map**

**Table 4A. Land Use Information- Impervious acreage of Echo Park Lake O&M Project Area**

Land Use	Area (acres)	Percent of Area
Single Family Residential	80	20%
Multi-Family Residential	60	15%
Commercial	32	8%
Institutional	28	7%
Secondary Roads and Alleys	40	10%
Highways and Interstates	20	5%
Vacant	60	15%
Urban Open Space	80	20%
<b>Total</b>	<b>400</b>	<b>100%</b>

The Project will benefit the community through improved water quality of an impaired water body, mitigation of local flooding, habitat and open space benefits. Additional benefits to the community will be improved access to waterways (lake and wetlands), reduction of the heat-island effect, additional shade from trees, and use of natural processes and materials. The Project will not displace any residents or businesses.

#### **Relevant EWMP, TMDLs, and Compliance Metrics**

The Project is located in an area that falls under the 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 (as of Project funding application July 2021).

**Table 4B. Applicable TMDLs to the Upper Los Angeles River Watershed EWMP**

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 and green infrastructure. The Project reduces trash and metals flowing to the Los Angeles River (LA River), as Project BMPs capture trash, debris and sediments from stormwater and dry weather runoff and prevents 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 with 13 acres of lake and wetlands. The main Project work area of surface and underwater features is within the park footprint. Some underground components extend into the intersection of Echo Park Ave and Park Ave.



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

This procedure describes the O&M procedures and schedule for equipment and components associated with the Project. Note, this is a comprehensive list which includes all activities.

Operation of the Project is coordinated between LA Sanitation and Environment (LASAN) and the Department of Recreation and Parks (RAP). LASAN operational staff is responsible for the mechanical and structural components of the lake and wetlands BMPs, including the flow diversion pump station, hydrodynamic separators, lake water recirculation pump and pipeline and lake and wetland aeration system. RAP staff is responsible for operating the inlet water, fountain and fountain pump, maintaining the ornamental lotus bed and the park facilities and landscaping outside of the lake. On-call consultants and contractors specializing in lake management and aquatic ecosystems will be retained by LASAN for the inspection, assessment and upkeep of lake and wetlands (aquatic) components. This section provides a listing of the O&M activities between LASAN, contractors and RAP. These activities constitute the 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) is designed to be 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 is designed to route 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 designed for removal of trash, debris, sediments, and oil and grease. Stormwater flows are diverted and pumped from the Glendale Boulevard storm drain, and diverted flows from storm drains beneath Echo Park Ave are conveyed into the hydrodynamic separator's diversion chamber. In storm events the vortex formed by the hydraulic energy captures trash and debris in the unit's upper chamber. The action 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. Floating 'pillows' in the upper chamber absorb oil and grease from the water.

### **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, but minimal water quality benefits. The plant roots contain bacteria that enhance the denitrification process, depending on the growing conditions, and reduce the overall level of nutrients in the sediment.

### **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 usually less than the design flow of 110,000 gpd, and 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.

### **Activities Performed by LASAN staff**

**(Start up or after periodic maintenance per O&M manual)**

#### **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. Inspect and 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.
2. Inspect storm drain diversions annually

#### **Hydrodynamic Separators**

1. Inspect hydrodynamic separators monthly.
2. Clean hydrodynamic separators (upper trash chamber and lower sediment sump) 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.

**Performed by City 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

#### **Performed by Consultants, Contractors**

##### **Lake and wetlands maintenance**

1. Physical Appearance, Safety
  - a. Trash and debris removal & disposal (weekly or semi-weekly)
  - b. Repair and installation of safety barriers, bird deterrents, etc. (monthly)
  - c. Maintain and install outreach and educational signage - as needed
2. Water Quality
  - a. Monitor, sample and assess algae and blue green algae (monthly)
  - b. Physical/mechanical algae removal and disposal (weekly or as needed)
  - c. Biological control and aquatic dye application monthly during May through September to control algae and blue green algae
  - d. Apply approved phosphorus inactivation compounds twice during May through September.
  - e. Remove and dispose excess sediment from wetlands bi-annually or as needed
  - f. Inspection, repair, calibration of in-lake aeration, recirculation, monitoring systems (underwater components) - annually
3. Vegetation

- a. Remove invasive and undesirable plant species from lake, wetlands monthly and as needed.
  - b. Remove and dispose of invasives, unwanted plants, trash and debris from lotus bed area (monthly)
  - c. Remove submerged aquatic vegetation (water weeds) bimonthly October through April and weekly May through September. Dispose in waste containers.
  - d. 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. (annually or as needed)
4. 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.
  - b. Remove invasive aquatic species (frogs, turtles) as needed
  - c. Perform wetland plant management outside of bird nesting season (Nov-Feb) and conduct biological surveys as needed
5. Vector control
  - a. Follow vector control plan; Inspect bi-weekly and as-needed, control as needed or adjust to prevent adverse conditions that promote mosquitos
  - b. Inspect wetland areas monthly for presence of rodents or other non-native species; control as necessary
6. Environmental permitting
  - a. Review, update and comply with regulatory permits needed for or relating to O&M activities - annually and as needed

## A-6. Post-Construction Monitoring

N/A

## A-7. Sustainability Rating

The original Proposition O capital project won several sustainability awards including:

- American Academy of Environmental Engineers and Scientists  
2014 Grand Prize for Environmental Sustainability
- California Stormwater Quality Association (CASQA)  
2014 Outstanding Sustainable Stormwater BMP Project

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

Community outreach activities during O&M will continue to provide information to residents and information about activities at Echo Park Lake. Outreach activities to provide information and updates to local residents and users of the park are expected to be done each year, and utilize email blasts, social media posts and website updates, and community newsletters. Engagement activities for O&M projects are required biennially, and will include exchanging information and soliciting input from the community through public events such as on-site booth or table, attending community events/meetings and distributing online surveys. The outreach and engagement schedule is shown in Table 8.

**Table 8. Project outreach and engagement schedule.**

Activity	FY 22-23				FY 23-24				FY 24-25				FY 25-26				FY 26-27			
	2022		2023		2023		2024		2024		2025		2025		2026		2026		2027	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Outreach																				
Engage- ment																				

## A-9. Tracking Infrastructure Program Project Benefits

N/A (Quantitative metrics and targets will be based on water quality compliance)

## A-10. Work Schedule and Completion Date

This is an O&M project. Operation and maintenance activities will commence once funding is received and encumbered, and contracts for the work are executed. Funding is for 5 years of O&M and completion of activities is expected in FY26-27 but may continue to the following FY. Preliminary Project schedule is provided in Table 10.



Echo Park Lake O&M Project  
FY 22-23 Regional Scope of Work



**Table 10. Project schedule**

Phase	FY 22-23				FY 23-24				FY 24-25				FY 25-26				FY 26-27			
	2022		2023		2023		2024		2024		2025		2025		2026		2026		2027	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
O&M																				

## Abbreviations and Acronyms

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
RAP	Recreation and Parks Department
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