

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: March 30, 2022

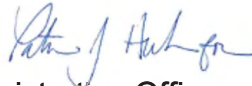
CAO File No. 0150-12025-0000

Council File No. 18-0384

Council District: —

To: The City Council
The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Transmittals from the Bureau of Sanitation dated December 15, 2021; referral received on January 3, 2022 regarding Regional Program Transfer Agreements with the Los Angeles County Flood Control District

Subject: **MEASURE W – SAFE CLEAN WATER PROGRAM – AUTHORITY TO EXECUTE REGIONAL PROGRAM TRANSFER AGREEMENTS, ADDENDA AND RELATED NECESSARY ACTIONS FOR ROUND 2 PROJECTS**

RECOMMENDATION

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

1. Authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation or designee, to execute Transfer Agreement No. 2021RPCSMB01 between the City of Los Angeles and the Los Angeles County Flood Control District for the Ballona Creak TMDL Project under the Measure W - Safe, Clean Water Regional Program and delegate authority to the Director of the Bureau of Sanitation to negotiate and execute Addenda materially consistent with the Transfer Agreement through completion of the project (Attachment A);
2. Authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation or designee, to execute Transfer Agreement No. 2021RPSSMB01 between the City of Los Angeles and the Los Angeles County Flood Control District for the Wilmington Neighborhood Greening Project under the Measure W - Safe, Clean Water Regional Program and delegate authority to the Director of the Bureau of Sanitation to negotiate and execute Addenda materially consistent with the Transfer Agreement through completion of the project (Attachment B);
3. Authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation or designee, to execute Transfer Agreement No. 2021RPULAR04 between the City of Los Angeles and the Los Angeles County Flood Control District for the Lincoln Park Neighborhood Green Street Network Project under the Measure W - Safe, Clean Water Regional Program and delegate authority to the Director of the Bureau of Sanitation to negotiate and execute Addenda materially consistent with the

Transfer Agreement through completion of the project (Attachment C);

4. Authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation or designee, to execute Transfer Agreement No. 2021RPULAR05 between the City of Los Angeles and the Los Angeles County Flood Control District for the Broadway-Manchester Multi-Modal Green Streets Project under the Measure W - Safe, Clean Water Regional Program and delegate authority to the Director of the Bureau of Sanitation to negotiate and execute Addenda materially consistent with the Transfer Agreement through completion of the project (Attachment D);
5. Authorize the Controller to record in the Measure W – Safe, Clean Water – Regional Projects Special Fund, Fund No. 63F, Department 50, receivables from the Los Angeles County Flood Control District and establish new accounts and appropriate funds as follows:

| Account | Account Name | Amount |
|---------|---|---------------|
| TBD | Ballona Creek TMDL Project | \$ 15,000,000 |
| TBD | Wilmington Neighborhood Greening Project | 12,200,000 |
| TBD | Lincoln Park Neighborhood Green Street Project | 18,600,000 |
| TBD | Broadway-Manchester Multi-Modal Green Streets Project | 11,700,000 |
| | TOTAL | \$ 57,500,000 |

6. 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 second Measure W – Safe, Clean Water Program Regional Call for Projects in 2020. The Bureau of Sanitation (BOS), in collaboration with several departments, developed the project proposals that were submitted to the County on October 15, 2020. The Measure W Administrative Oversight Committee (AOC) approved these projects on September 17, 2020, followed by Mayor and Council approval on October 14, 2020 (C.F. 18-0384). The County requires the execution of Transfer Agreements with the recipient for each award to effectuate the transfer of funds and document performance obligations. The County will disburse funds within 45 days from receipt of the executed agreements.

This report recommends approval of the Regional Transfer Agreements between BOS on behalf of the City and the Los Angeles County Flood Control District for Round 2 of the County’s Call for Projects and future Addenda necessary for completion of the projects (Attachments A-D). The BOS board report approved by the Board of Public Works is included for additional details regarding the individual projects (Attachment E).

BACKGROUND

Los Angeles County requires the execution of Transfer Agreements to disburse both Municipal and Regional Measure W funds to recipients. BOS executed the Municipal Program Transfer

Agreement in October 2020. The disbursement of municipal funds for Fiscal Year 2020-21 was received in January 2021. The disbursement for the current fiscal year was received in December 2021; future disbursements are expected to be received annually by December. 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 September 2021. 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. Four projects totaling \$57.5 million were submitted by BOS and approved for inclusion in the SIP, with a disbursement totaling \$8.27 million for Fiscal Year 2021-22.

The Department of Water and Power (DWP) also received awards and will handle the execution of its Transfer Agreements and Addenda, as necessary, and required reporting through their Board. DWP was awarded a total of \$45.8 million for two projects as part of Round 2 and expects to receive a disbursement totaling \$917,000 this fiscal year. The Transfer Agreements were approved by the DWP Board on March 8, 2022 and are 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 2021-22 Disbursement | Anticipated Future Disbursement |
|--|------------------------------|--------------------------------|--|
| Ballona Creek TMDL Project | \$ 15,000,000 | \$ 3,000,000 | \$ 12,000,000 |
| Wilmington Neighborhood Greening | 12,200,000 | 660,000 | 11,540,000 |
| Lincoln Park Neighborhood Green Street Network | 18,600,000 | 3,730,000 | 14,870,000 |
| Broadway-Manchester Multi-Modal Green Streets Project | 11,700,000 | 880,000 | 10,820,000 |
| Bureau of Sanitation Sub-Total: | \$ 57,500,000 | \$ 8,270,000 | \$ 49,230,000 |
| Valley Plaza Park Stormwater Capture Project | \$ 26,400,000 | \$ 529,000 | \$ 25,871,000 |
| David M. Gonzales Recreation Center Stormwater Capture Project | 19,400,000 | 388,000 | 19,012,000 |
| DWP Sub-Total: | \$ 45,800,000 | \$ 917,000 | \$ 44,883,000 |
| Total: | \$103,300,000 | \$ 9,187,000 | \$ 94,113,000 |

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 \$8.27 million in the Measure W – Safe, Clean Water – Regional Projects Special Fund representing the first year of project costs in Fiscal Year 2021-2022.

FINANCIAL POLICIES STATEMENT

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

MWS:SMB:10220082

Attachments

- A – D Transfer Agreements for Regional Projects Round 2
- E – Bureau of Sanitation Board Report, December 15, 2021

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF LOS ANGELES, LA SANITATION AND ENVIRONMENT (LASAN)
AGREEMENT NO. 2021RPCSMB01
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of November 3, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment (LASAN) for Ballona Creek TMDL 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: | Kevin Kim | Name: | Michael Scaduto |
| Address: | 11th Floor, PO Box 1460, Alhambra, CA 91802-1460 | Address: | 1149 S Broadway, 10th Floor, Mail Stop 1149-756, Los Angeles, CA 90015 |
| Phone: | (626) 300-2620 | Phone: | 213-485-3981 |
| Email: | KKIM@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 2021-2022 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 2021-22 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.

Los Angeles

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Board of Public Works

Date: _____

Central Santa Monica Bay

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

Ballona Creek TMDL Project

By: _____

Name: Barbara Romero

Title: Director and General Manager

LA Sanitation & Environment

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

| End-of-Activity | | Every Third Fiscal Year | | |
|----------------------------------|--|--------------------------------|----------------------------|--|
| <u>Projected End Date</u> | <u>Audit Report Due to District</u> | <u>SIP Fiscal Year</u> | <u>Audit Period</u> | <u>Audit Report Due to District</u> |
| 1/15/2023 | No later than 10/31/2023 | 2021-22 | 7/1/2021 to 6/30/2024 | No later than 3/31/2025 |

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

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

B-7. Availability of Funds

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

7. Example:

| <u>Fiscal Year Transferred</u> | <u>Funds Lapse After</u> | <u>Extension Request Due</u> | <u>Commit By</u> |
|--------------------------------|--------------------------|------------------------------|-------------------------|
| 2021–22 | 6/30/2027 | No later than 3/31/2027 | No later than 6/30/2028 |

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

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

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

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

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

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

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

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

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

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

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

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

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

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

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ 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"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system | <ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system | <ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland |

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

1. Litter Control

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

2. Vegetation Maintenance

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

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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



Transmittal 5 (Exhibit A of the Transfer Agreement)

City of Los Angeles Safe Clean Water Program

Ballona Creek TMDL Project

Regional Scope of Work

FY 2021-22





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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 2021-2022 (FY 21-22), the CSMB Watershed Area Steering Committee (WASC) voted to include the Ballona Creek TMDL Project (Ballona Creek Project or 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 Ballona Creek Project is scheduled to be completed by Fiscal Year FY 24-25. The amount of SCW Program contribution that was approved by the CSMB WASC in the SIP on May 3rd, 2021 is shown below (Table 1A).

Table 1A. The SCW Program contribution for the Ballona Creek TMDL Project

| FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | TOTAL |
|-------------|-------------|-------------|-------------|-------------|--------------|
| \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$15,000,000 |

The above SCWP contribution provides only for partial funding of the project. The City of Los Angeles (City) is committed to securing funding gaps for the through various funding sources. The City has, and will continue to, apply for various grant funding opportunities. Additionally, our six project partners (LA County, Los Angeles County Flood Control District (LACFCD), and the Cities of Beverly Hills, Inglewood, Culver City, and West Hollywood) are currently implementing a cost sharing agreement based on land and drainage area allocations. Furthermore, the LACFCD committed to \$1.5 million of contributed capital, in addition to covering approximately \$250k in permitting fees. To date, the City of Los Angeles has spent millions of dollars in project development including planning, CEQA/Environmental Impact Report (EIR), pre-design, design, and permitting.

The City is committed to improving public health and the environment and will continue to seek additional sources of funding and leveraging internal resources to support this and other stormwater projects in the City. The Project’s Budget Plan identifies the amount of Safe, Clean Water Program (SCWP) contribution for all phases and tasks included in the Project’s work schedule. The 5-year Budget Plan for SCWP contribution for the Ballona Creek Project is shown in Table 1B.



Table 1B. Budget Plan

| Development Phase | SCW Funding per Fiscal Year | | | | | TOTAL |
|-------------------|-----------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | |
| Pre- Design | - | - | - | - | - | - |
| Design | - | - | - | - | - | - |
| Bid and Award | - | - | - | - | - | - |
| Construction | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$15,000,000 |
| Post Construction | - | - | - | - | - | - |
| Optimization | - | - | - | - | - | - |
| TOTAL | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$3,000,000 | \$15,000,000 |

While the vast majority of construction for the Project is scheduled for FY 22-23 and FY 23-24, the City accommodated the CSMB WASC’s request to spread out SCW funding. The funds received in other fiscal years will be reserved or used as reimbursement, as applicable, for the construction costs in FY 22-23 and FY 23-24.

A-2. Consistent with SCW Program Goals

The Ballona Creek Project is a watershed-wide water quality improvement project designed to perform a combination of treat-and-release and water diversion functions during dry weather conditions in the Ballona Creek Watershed. This collaborative project is being completed by five cities in the Ballona Creek watershed along with the County of Los Angeles and Los Angeles County Flood Control District and has been developed to meet the following project objectives: (1) Regulatory water quality compliance: Meet the dry weather requirements of the TMDL for bacteria in Ballona Creek, Ballona Estuary and Sepulveda Channel, as specified in the Water Quality Control Plan for the Los Angeles Region as adopted by the Los Angeles Regional Water Quality Control Board (LARWQCB). (2) Water contact recreation: Protect public health in the downstream Ballona Estuary and Santa Monica Bay. (3) Ecosystem enhancement: Protect the beneficial uses of Ballona Estuary and Santa Monica Bay. (4) Increase local water supply: Provide a new source of water to the Hyperion Water Reclamation Plant (HWRP) for recycling and beneficial reuse in the region.

The Project provides an innovative solution to water quality mandates in a large, highly urbanized watershed, upcycles abandoned infrastructure, and supports receiving water health through miles of channelized Ballona Creek, the Ballona Estuary, Ballona Wetlands, and Santa Monica Bay. The SCW scoring evaluation, presented in the feasibility study (and described below), for this Project outlines how this Project meets the SCW goals:

Water Quality Benefits- Dry Weather

The Project is designed to manage the 90th percentile dry-weather runoff flow of the project drainage area and meet the dry weather requirements of the Ballona Creek Bacteria TMDL. Surface water quality in Ballona Creek is largely influenced by the intensive urban land use of the region. Main sources of surface water contaminants are landscape irrigation and industrial activities which convey sediment, pesticides, metals, and indicator bacteria to receiving waters. Collectively, LFTF-1 and LFTF-2 facilities will improve water quality by treating dry weather contaminants using the ozonation process. The facilities are designed to capture, divert, and treat and release 100 percent of all tributary dry weather flows from the entire Ballona Creek Watershed (71,500 acres) at the site locations, and will improve and preserve the Water Contact Recreation (REC-1 and REC-2) beneficial uses of recreation in Ballona Creek, Ballona Estuary, and Sepulveda Channel.

The dry-weather flows at the site locations are estimated using precipitation data from various rain gauges in the drainage area from 1987 through 2015 and calculated as the area-weighted averages. The Project will capture 100% of all tributary dry weather flows for a tributary size larger than 200 acres.

Water Supply Benefits

The diversion of dry weather flow from Ballona Creek to the HWRP will provide a new supply of water for recycled water production and beneficial use to offset potable water demands. LFTF-1 will divert up to 29 mgd of dry weather flow from Ballona Creek. The facility will treat and release 6 mgd and discharge back to the creek to support beneficial uses downstream and improve water quality. The remaining flow, up to 23 mgd will be diverted to the HWRP for recycling. The average anticipated diversion rate to the HWRP is equal to an average volume of 5,060 AF of new water for recycling each year. The water supply cost effectiveness is approximately \$500/AF.

Community Investment

The implementation of the proposed Project not only provides water quality to the community, it also provides a variety of benefits to the betterment of the community. The Ballona Wetlands are downstream of the Project directly benefiting from treatment and release of 6 mgd of dry weather runoffs. The Project will support habitat and ecosystems in the Ballona Estuary, and Wetlands. The proposed Ballona Wetlands Restoration, if completed, will greatly benefit from our Project as the restored wetlands will enjoy a consistent, clean supply of water. The Project will support the REC-1 and REC-2 beneficial uses downstream enhancing public exposure and use of waterways and beaches in the Ballona Estuary through fishing, boating, rowing, and other recreational activities. Project will provide clean source of water to support ecosystems in Estuary and Wetlands by way of two treatment facilities capturing, treating and discharging clean water back into Ballona Creek which will protect public health.

Nature Based Solutions

The project captures dry weather flow from 71,500 acres of urbanized watershed. Much of the dry weather flow here is a direct result of urban activities. By capturing, treating and placing a portion of the flow back in the Creek the project mimics natural hydrologic processes to slow, detain, filter and disinfect water in a manner that enhances the Ballona Creek estuary/wetland. Both LFTF-1 and LFTF-2 are compact treatment facilities with minimal physical footprints.

Leveraging Funds and Community Support

Over the past six years, the City has conducted varying forms of community outreach and engagement for the Ballona Creek Project. The outreach is characterized as Pre-California Environmental Quality Act (CEQA) Outreach, CEQA Outreach and SCWP Outreach. Leading up to the formal initiation of the CEQA process in early 2017 for the Ballona Creek Project, the City conducted extensive public outreach to substantially enhance communication with potentially interested parties beyond the requirements of CEQA. The City held several face-to-face meetings to educate stakeholders about the proposed Project and the upcoming CEQA/Environmental Impact Report process. The City engaged numerous agencies, community-based organizations (CBOs) and nongovernmental organizations (NGOs), City Council Districts, and Neighborhood Councils. Several CBOs, NGOs, cities, and other agencies have expressed their support during the



SCWP CMSB WASC meetings and other SCWP meetings in 2020 and 2021. In addition, several entities have submitted letters of support:

- City of Beverly Hills
- City of West Hollywood
- County of LA
- City of Inglewood
- Baldwin Hills Conservancy
- Friends of Ballona Wetlands
- North East Trees
- Ballona Discovery Park Partners
- 7th Generation Advisors
- Mar Vista Family Center
- President of Mujeres de la Tierra
- Ballona Creek Renaissance

Since the Ballona Creek 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 watershed, this Project represents an exemplary opportunity to combine massive water quality, water supply, and community benefits. The SCW scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 80 points. Table 2A below shows the quantitative targets and corresponding metrics information for this water quality Project.

Table 2A. Quantitative Targets and Corresponding Metrics

| TARGETS AND METRICS | | | |
|--------------------------------------|--|-------------------------------|----------------------------|
| Metric Name | Quantitative Target | Value for Quantitative Target | Estimated Achievement Date |
| Water Quality and Community Benefits | Volume of Water Treated and Released at LFTF-1 | 6 mgd | September 30, 2024 |
| Water Quality and Community Benefits | Volume of Water Treated and Released at LFTF-2 | Up to 1.3 mgd | September 30, 2024 |
| Water Supply Benefits | Volume of Water Diverted to HRWP at LFTF-1 | Up to 23 mgd | September 30, 2024 |



A-3. Estimated Reasonable Total Activity Cost

Before submitting for SCW funding, the City of Los Angeles spent millions of dollars in project development including planning, CEQA/Environmental Impact Report (EIR), pre-design, design, and permitting. The Class C estimate for phases and tasks are included in the Feasibility Study work schedule for the Ballona Creek TMDL Project and are summarized in Table 3A below.

Table 3A. Cost Estimate

| ACTIVITY COST FOR ALL PHASES | |
|------------------------------|----------------------|
| Tasks | Cost |
| Design | \$ 1,633,000 |
| Construction | \$ 30,261,000 |
| Total Project Cost | \$ 31,894,000 |

A-4. Funded Activity Description and Scope of Work

The Project proposes to construct two regional facilities, as part of a larger regional strategy, along the channels of Ballona Creek and Sepulveda Channel in the Ballona Creek watershed. The 128-square-mile watershed includes the Cities of Beverly Hills and West Hollywood, portions of the Cities of Los Angeles, Culver City, Inglewood and Santa Monica, unincorporated areas of Los Angeles County and is a large source of urban runoff and associated pollutants into Santa Monica Bay.

Low Flow Treatment Facility 1 (LFTF-1) is located along the Ballona Creek main stem, one block north of the intersection of Jefferson Boulevard and Raintree Circle at the City of Los Angeles's North Outfall Treatment Facility (NOTF) located at 10201 Jefferson Blvd. in the City of Culver City. The Project will retrofit the NOTF, which was originally designed for discharging sewer overflows (after treatment) into Ballona Creek. The NOTF has been abandoned for over 20 years as the local sewer conveyance system has been upgraded, and it will now be repurposed to improve the water quality in Ballona Creek. Proposed facility components include:

- Saw-cut channel across Ballona Creek for diversion of dry weather runoff.
- Lift station with five pumps with a maximum design capacity of 29 million gallons per day (mgd).
- Ozonation facility for disinfection of 6 mgd (disinfection target: reduce E. coli from 10,000 Most Probable Number per 100 milliliters (MPN/100 mL) to less than 50 MPN/100 mL). Ozone will be generated onsite and does not require transport of chemicals. Disinfected water will be returned to Ballona Creek to ensure that bacteria standards in Ballona Creek downstream of the facility will be met.
- Diversion connection to the North Outfall Sewer (NOS) to convey a maximum of 23 mgd to the HWRP.

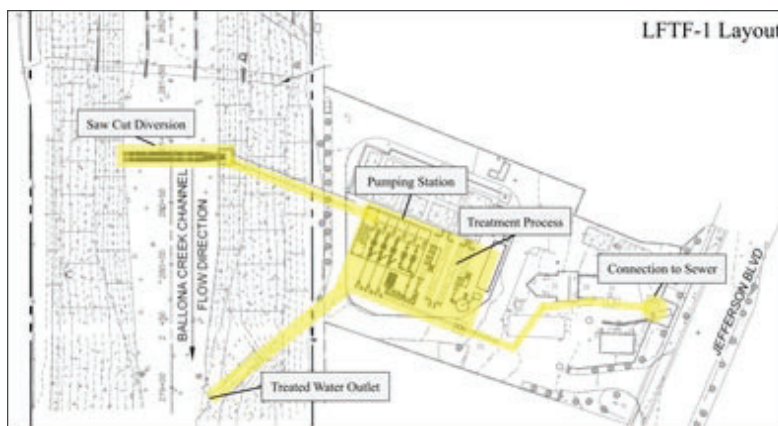


Figure 4A. LFTF-1 Layout



Figure 4B. LFTF-1 Rendering

Low Flow Treatment Facility 2 (LFTF-2) is located along Sepulveda Channel, the largest tributary to Ballona Creek, at an existing water quality monitoring facility in the City of Los Angeles. A new facility is being proposed for disinfection of all dry weather flow in this channel. Facility components include:

- Saw-cut diversion across Sepulveda Channel for diversion of dry weather runoff.
- Lift station with two pumps with a maximum design capacity of 1.3 mgd.
- Ozonation facility for disinfection of up to 1.3 mgd.
- Outlet for returning disinfected flow to Sepulveda Channel. There will be no diversion to the sewer system because of sewer conveyance constraints at this location.

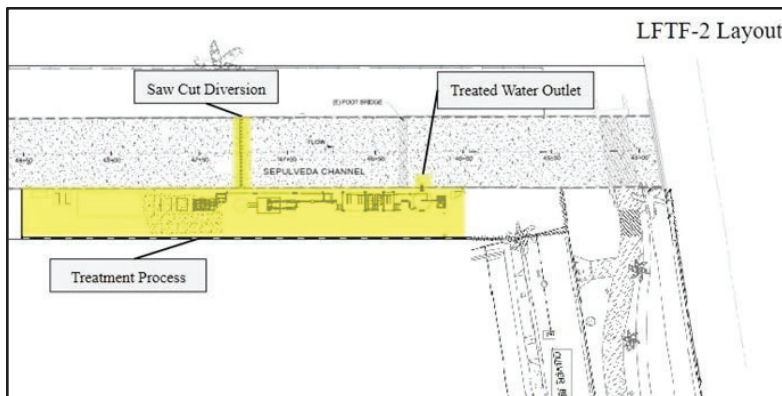


Figure 4C. LFTF-2 Layout

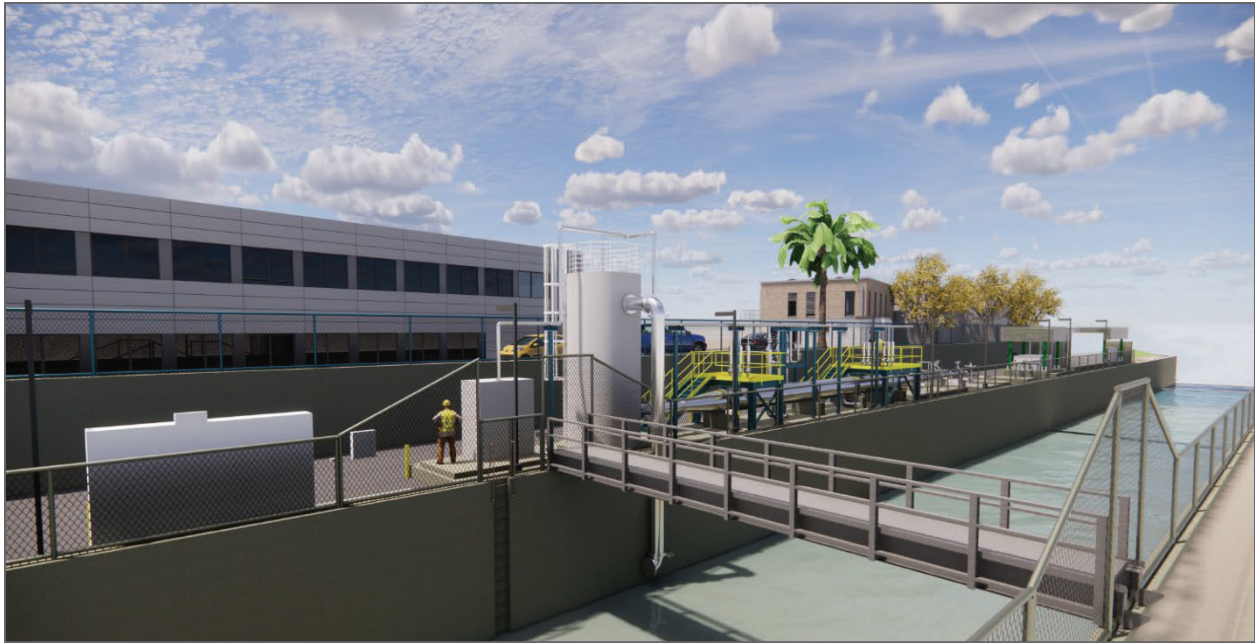


Figure 4D. LFTF-2 Rendering

Relevant EWMP, TMDLs, and Compliance Metrics

In June 2006, the LARWQCB adopted a Basin Plan Amendment establishing the Ballona Creek, Ballona Estuary, and Sepulveda Channel Bacteria TMDL. The Bacteria TMDL became effective in May 2008. The Bacteria TMDL was amended in June 2012 and the amendment became effective on July 2014. The requirements of the Bacteria TMDL were incorporated into the 2012 Municipal Separate Storm Sewer (MS4) Permits (Order No. R4-2012-0175; National Pollution Discharge Elimination System [NPDES] Permit No. CAS004001). These requirements include receiving water limitations (RWLs) based on the TMDL targets, water quality-based effluent limitations (WQBELs) based on the TMDL waste load allocations (WLAs), as well as a schedule to attain the RWLs and WQBELs. The final compliance date to attain the RWLs and the WQBELs during dry weather was April 2, 2013. The Cities of Los Angeles, Beverly Hills, Culver City, Inglewood, and West Hollywood, the County of Los Angeles and LACFCD anticipated that additional time would be necessary to comply with bacteria WQBELs and RWLs during dry weather as set forth in the MS4 Permit, and requested and were granted a Time Schedule Order (TSO) by the Regional Board. The TSO (Order No. R4-2015-0108) is effective from May 14, 2015, to December 15, 2019, to implement three regional projects. LFTF-1, LFTF-2, and Mesmer Low Flow Diversion. The Permittees are currently in negotiations with the LARWQCB to obtain an extension of the TSO deadline.

The purpose and need of the proposed Project is to meet the dry weather Bacteria TMDL targets for Fresh Waters Designated for Limited Water Contact Recreation (LREC) presented below:

1. Geometric Mean Limits: E. coli density shall not exceed 126 MPN/100 mL.

2. Single Sample Limits: E. coli density shall not exceed 576 MPN/100 mL.

The Bacteria TMDL defines dry weather flow in Ballona Creek as the flow in the creek on days with no or less than 0.1 inch of rain at least three days after a rain event. The average flow during dry weather is about 10 mgd.

As noted above, the Permittees' strategy to comply with the dry weather Bacteria TMDL requirements includes the development of the following three projects:

1. LFTF-1 at Ballona Creek by the City of Los Angeles.
2. LFTF-2 at Sepulveda Channel by the City of Los Angeles.
3. Mesmer Low Flow Diversion at Centinela Creek by the City of Culver City.

Project Site and Footprint

The Ballona Creek Watershed covers approximately 128 square miles in the coastal plain of the Los Angeles Basin. Its boundaries are the Santa Monica Mountains to the north, the Harbor Freeway (Interstate 110) to the east, and Baldwin Hills to the south. Ballona Creek flows as an open channel for approximately 10 miles from mid-Los Angeles through Culver City, reaching the Pacific Ocean at Playa del Rey. The Estuary and the Ballona Wetlands are soft bottomed, while the remainder of the creek is lined in concrete. Ballona Creek is fed by a network of underground storm drains which reaches north into Beverly Hills and West Hollywood. The creek daylight just north of Interstate 10 (I-10). Sepulveda Channel is one of the major tributaries. The downstream Ballona Estuary and Ballona Wetlands support numerous beneficial uses and will greatly benefit from the improved water quality from the proposed Project. Ballona Estuary is near the mouth of Marina del Rey and has boats, rowers, fishermen, and nearby residents. The Ballona Wetlands connect to Ballona Estuary through tide gates and provide habitat for a wide variety of flora and fauna.

LFTF-1 will be located on 0.8 acres of land, adjacent to Ballona Creek Reach 2, upgrading the existing North Outfall Treatment Facility. The NOTF was completed in 1987 to retain and provide partial treatment of sanitary sewer overflows from the NOS during peak sewer flow conditions. The completion of the NOS provided the capacity needed to convey high flows, which resulted in the elimination of the need for the NOTF.

The site is highly developed, with surface exposed structures on approximately 50 percent of the site and a collection of subsurface structures and access roads over most of the remaining site. A 10-foot high, 6-inch block wall surrounds the facility with landscaped strips along the property line at Jefferson Boulevard and Ballona Creek. The on-site facilities include an office building and a permanently installed manufactured unit, which is located adjacent to the south property line and provides approximately 700 square feet (sq ft) of enclosed floor space with separate men's and

women’s restroom facilities. The maintenance building is located near the south-east corner of the site and provides approximately 720 sq ft of enclosed floor space.

LFTF-2 will be constructed along the side of Sepulveda Channel. The area is much less developed than the NOTF but is closer to residential and community areas. An abandoned permanent sampling station will be demolished, and the newer, portable sampling station will be relocated to a new concrete pad. The current land is sloped from the residential parking lot outside of the right-of-way to the channel wall and will be leveled to allow for the facility footprint. The access road into the facility will cross the median and bike path between the main Culver Boulevard, which serves as a parallel frontage road near the residences and will require some re-routing of current pathways.

Capture Area Details

The Ballona Creek Watershed, outlined in blue, is approximately 128 square miles large and is highly urbanized with over 95% of dry weather runoff currently attributed to human activities. The watershed is subject to 8 different TMDLs, including the Ballona Creek Bacteria TMDL. In the map shown, you can see LFTF-1’s turquoise drainage area and LFTF-2’s magenta drainage area make up the vast majority of the Ballona Creek Watershed. This collaborative and ready to go solution, in development since 2015, is a cost effective way to achieve urgent water quality goals throughout the entire watershed.

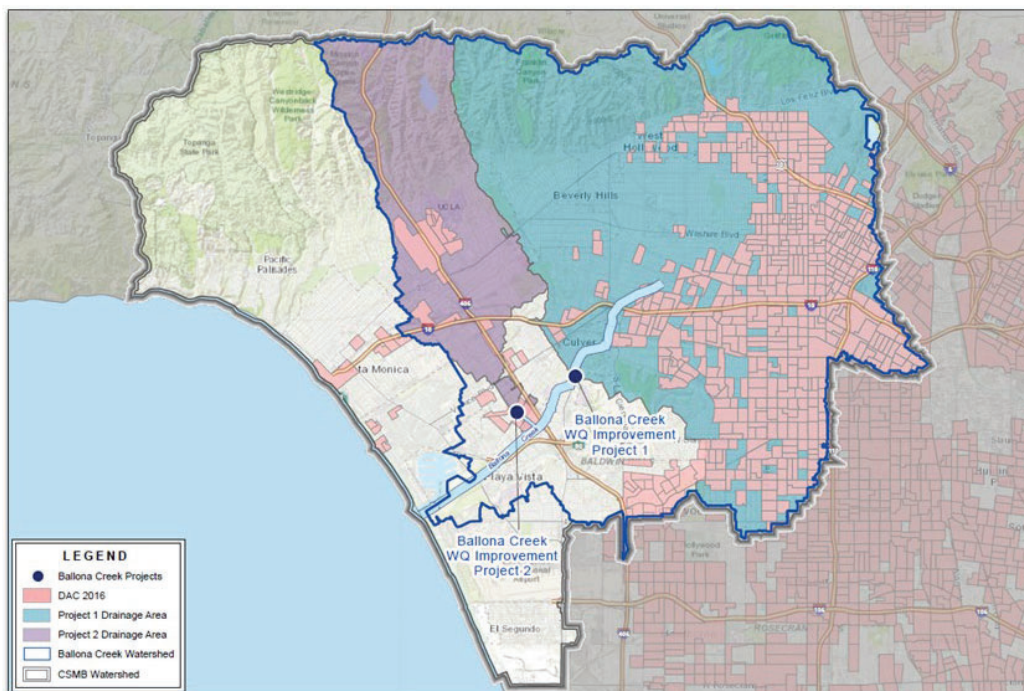


Figure 4E. Project Drainage Area

Table 4A. Land Use Information for the Ballona Creek TMDL Project Area

| Land Use | Area (acres) | Percent of Area |
|---------------------------|------------------|-----------------|
| Single-Family Residential | 18,631.45 | 26.86% |
| Multi-Family Residential | 11,688.13 | 13.85% |
| Commercial | 7,161.13 | 10.33% |
| Institutional | 3,522.20 | 5.08% |
| Industrial | 2,205.67 | 3.18% |
| Transportation | 201.67 | 0.29% |
| Secondary Roads | 15,489.59 | 22.33% |
| Agriculture | 8.43 | 0.01% |
| Urban Open Space | 6,664.98 | 9.61% |
| Open Space | 3,787.27 | 5.46% |
| Total | 69,361.27 | 100.0% |

As one of the largest runoff treatment and diversion projects in California and perhaps the nation, this Project is a great example of multiple municipalities working together towards a cost-effective, regional approach for improving water quality and increasing local water supplies. Table 4B provides the expected project water balance.

Table 4B. Ballona Creek TMDL Project Water Balance

| | LFTF-1 | LFTF-2 |
|--|--------|--------|
| Facility Design (mgd) | 29 | 1.3 |
| Design Flow for Treat-and-Release (mgd) | 6 | 1.3 |
| Design Flow for Diversion to the sewer (mgd) | 23 | 0 |
| Average Dry Weather Flow (historical data) (mgd) | 10.5 | 0.96 |
| Average Diversion rate to sewer (mgd) | 5 | NA |
| Average annual diversion volume to sewer (AF/yr) | 50,600 | NA |

Overall, the Project will divert up to 30.3 mgd of dry weather runoff from Ballona Creek and Sepulveda Channel. Of the total runoff, 7.3 mgd will be disinfected by ozonation and returned to



Ballona Creek and Sepulveda Channel. The remainder will be diverted to the sewer system for future production of recycled water at the HWRP. Collectively, the two facilities will manage dry weather runoff from 87.5 percent of the highly urbanized Ballona Creek watershed.

Project Status and Site Constraints

Project development began in 2015 and the project is thoroughly detailed in the Ballona Creek EWMP. Since then, 90% design, a full environmental impact report, permitting with the California Department of Fish and Wildlife, LA County Flood Control permitting, the execution of the 404 and 408 federal Army Corp permits, and a wide range of engineering analysis have all been completed. Our project partners are confident in the developed work plan as it has been influenced by extensive technical analysis, value engineering, and permitting review, and it represents the safest option for maintaining flood protection and public safety. The Project is aiming for the Platinum Envision award level from the Institute for Sustainable Infrastructure. This certification systematically covers numerous aspects of socio-economic and environmental sustainability in the focus areas of leadership, resource allocation, the natural world, quality of life, and climate and risk.

Final Design and execution of a final permit from the LARWQCB (which began in 2017) is expected to be completed by December 2021. These complex projects have a complicated history and set of site constraints that were detailed in the CEQA, permitting, engineering, and SCWP funding applications. The City engineering team and permitting groups have worked through all technical challenges to date. After bid and award and a 2-year construction timeline, the projects will be in post construction optimization in April 2024.

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

As both LFTF-1 and LFTF-2 are complex facilities, they will require a wide variety of operations and maintenance considerations and coordination between various involved agencies. An operations and maintenance manual will be developed upon the completion of 100% design and the construction. The manual will be influenced by the requirements presented by the various required permits. The regulatory agencies will review and approve the facilities' operation and maintenance manuals and require notifications of potential maintenance activity within Ballona Creek and Sepulveda Channel.

Scheduled cleaning of the saw cut channels and pumping structures will be required. The permitting agencies will also likely assign criteria and requirements for such activities, such as procedure to protect the environment and flood protection within the channel. LFTF-1 will involve remote operation of the facility's pumps to the HWRP, and both LFTF-1 and LFTF-2 will require in-stream monitoring to ensure adequate water treatment and other process parameters. All critical components will be designed to provide stand by equipment to secure on-line availability and meet permit requirements. The packaged ozonation systems, electrical systems, and process equipment at both sites will require permanent access for maintenance crews to maintain.

LFTF-1 and LFTF-2 are dry weather facilities, and as such, would not operate in wet weather. The details of this operation criteria will be clarified upon further discussions with LARWQCB and other regulating agencies. Manual cleaning would be performed by the City, coordinated through the LACFCD during their regular maintenance cycle. After storm events, maintenance crews would visit the site and verify the conditions and perform necessary cleaning of the saw-cut channel and collection well before opening the isolation sluice gate and restarting the influent pumps. Historical maintenance costs and failure data are not available for treatment components (ozone system); however, diversion structures such as low-flow diversions have been widely used throughout the region to improve beach water quality for over 20 years.

At LFTF-1, the pump operating scheme is as follows:

2 Process Pumps: 3 mgd Lead and 3 mgd Lag.

3 HWRP Transfer Pumps: 7.67 mgd Lead, 7.67 mgd Lag, 7.67 mgd Lag.

At LFTF-2, the pump operating scheme is as follows:

2 Process Pumps: 1.5 mgd Lead and 1.5 mgd Standby



LFTF-1 and LFTF-2 will be fully automated facilities with controls and monitoring integrated with the City’s wastewater and stormwater control network. However, operators and maintenance crews are expected to regularly visit the project sites to maintain proper operation. Scheduled maintenance will follow manufacturer recommendations and City of Los Angeles standard procedures. Measures will be taken to control sediment and debris build-up in the saw-cut diversion structure, where the 1-3/8-inch gratings serve the purpose of eliminating large debris. It may be necessary to clear the saw cut of silt and mud approximately one or two times during the dry season. Periodic removal of debris will be required in the CDS unit and pump wet well. A vacuum truck access would be used for maintenance and cleaning.

All operation and maintenance activities will be outlined within an Operation and Maintenance Plan. These activities include but are not limited to maintaining the saw-cut channel, CDS unit, dry well pumping station, ozone packaged systems, instrumentation and controls, remote monitoring, electrical systems, and performance monitoring.

Table 5A. Maintenance and Inspection Estimated Frequency

| Component | Operation and Maintenance Duties | Estimated Inspection Frequency |
|--------------------------|---|---|
| Saw Cut Channels | Inspect for accumulated sediment and debris within a concrete basin. Observed material will be removed before flows into the facility are affected. | Before and After Each Storm Event or Once a Month (whichever is more frequent) |
| Saw Cut Channel Screens | Remove accumulated sediment and debris (litter and leaves) from the grate. Observed material will be removed before flows into the facility are affected. | Before and After Each Storm Event or Once a Month (whichever is more frequent) |
| Channel Rock Trap | Remove accumulated materials from the rock trap. Observed material will be removed before flows into the facility are affected. | Before and After Each Storm Event or Once a Month (whichever is more frequent) |
| Wet Well Isolation Valve | Preventive Maintenance. | Per Manufacturer recommendation |
| Wet Well | Inspect pump well for sediment and debris and remove as necessary. | At Least Twice a Year |
| Pump Station | Preventive Maintenance – typical include: <ul style="list-style-type: none"> ● Check the bearing temperature, lubricant level, and vibration. ● Mechanical seals to show no sign of leakage, packing to leak at the rate of 40-60 drops/min. ● Overall vibration – visual, sound, touch analysis. ● Instrumentation calibration | Weekly: Inspect pump, seals, and piping for leaks Quarterly: Change oil, lubricate bearings Annual Testing: Capacity, pressure, power Weekly: Manufacturer recommendations Annually: Manufacturer recommendations |

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| | | |
|---|---|---|
| <p>Ozone Disinfection System: Ozone Generators VSA's Chillers Ozone Injection System Reaction Tank</p> | <p>Preventive Maintenance – typical include:</p> <ul style="list-style-type: none"> ● Overall vibration – visual, sound, touch analysis. ● Process Instrumentation calibration ● Process set points and alarms ● Functional testing of stand-by equipment | <p>Per Manufacturer recommendation Daily site walkthrough by Operator</p> |
| <p>Ozonation Contact Equipment</p> | <p>Overall, ozone leaks, instrumentation calibration.</p> | <p>Per Manufacturer recommendation Daily site walkthrough by Operator</p> |
| <p>Valves</p> | <ul style="list-style-type: none"> ● Valve Actuators ● Valves | <p>Yearly: Data download; torque values review; check batteries Quarterly: Inspect seals, components</p> |
| <p>Return to Creek Outlet</p> | <p>Visual, record digitally.</p> | <p>Daily</p> |
| <p>Sewer Connection</p> | <p>Preventive Maintenance – typical include:</p> <ul style="list-style-type: none"> ● Flow Meter | <p>Per Manufacturer recommendation Daily site walkthrough by Operator</p> |
| <p>Assorted Instrumentation and Electrical Equipment</p> | <p>Preventive Maintenance</p> | <p>Per Manufacturer recommendation Daily site walkthrough by Operator</p> |

A-6. Post-Construction Monitoring

The initial Post-Construction Monitoring Plan was submitted last year as part of the Feasibility Study Report for the Round 2 SCWP Call for Projects. Any revisions to the Post Construction Monitoring Plan will be provided to the District upon completion of the Construction phase.

Monitoring will be a key component to LFTF-1 and LFTF-2 of the Project by providing valuable information for design, operation, and performance characterization. The main objective will be to determine the effectiveness of the Project at removing fecal indicator bacteria from Ballona Creek and Sepulveda Channel. The wide range of monitoring to be completed can be summarized in the following categories: pre-construction monitoring, BMP effectiveness monitoring, long-term performance and compliance monitoring, and process control monitoring. On a broader scale, this monitoring program fits well within the compliance monitoring that already occurs through the Ballona Creek MS4 Permit CIMP.

Pre-Construction Monitoring

Pre-construction monitoring has already begun in order to support the active permitting and design for the Project. It is primarily a desktop exercise that draws from over 10 years of existing Ballona Creek Bacteria TMDL monitoring data that has been collected in both Ballona Creek and Sepulveda Channel. The City also has access to flow data taken by a flow meter near the LFTF-2 project site, and by an additional flow meter installed by the LACFCD near the LFTF-1 project site. Monitoring prescribed in the Ballona Creek CIMP will continue to add to this pre-construction data set in the time before project completion. Any additional monitoring conducted for this phase will depend on any potential data gaps identified.

BMP Effectiveness Monitoring

BMP effectiveness monitoring will commence at project start-up and will closely measure the ability of the Project to remove fecal indicator bacteria until the TSO Project is performing as designed. This will be accomplished by frequent water quality sampling and the collection of data from continuous monitoring systems. Key performance variables to measure include indicator bacteria, total organic carbon (TOC), TSS, and flow rate of the influent and effluent of each facility.

Long-Term Performance and Compliance Monitoring

Long-term performance and compliance monitoring will commence once start-up is completed and will incorporate an adjusted monitoring frequency based on the results of the start-up phase. Sampling will be conducted on a weekly basis through the Ballona Creek Bacteria TMDL as

according to the Ballona Creek CIMP. There may be a need for additional pathogen monitoring, to be determined later in conjunction with the RWQCB.

Process Control Monitoring

Both LFTF-1 and LFTF-2 will be designed with appropriate process monitoring capabilities to facilitate process automation and remote control. These aspects will be detailed in the full design packages and may allow for collaborative opportunities where there are overlaps in desired BMP effectiveness, compliance, and process control monitoring.

Monitoring Methodology

Monitoring will take place in dry weather conditions at the influent and effluent of LFTF-1 and LFTF-2 where sampling and flow measurements will generate a robust and coherent data set. Data will be obtained by using standard grab sampling technique as well as through the deployment of in situ monitoring systems that deliver data in real-time. At the influent of each treatment system, real time monitoring systems will be installed to measure general water quality parameters and flow (Q). In addition, a flow meter will be installed at LFTF-1 to quantify the flow diverted to the HWRP. The pollutants to be analyzed include: Bacteria (E. coli, Enterococcus, and Total Coliform), TSS, and TOC. General water quality parameters will include turbidity, dissolved oxygen, temperature, specific conductivity, and pH. The equipment used to generate these data include: multi-parameter sondes, flowmeters, a data logger network, and a telemetry system to make data readily available to all end-users. Depending on the needs of the Project, the monitoring program may incorporate insitu bacteria testing equipment, such as the Fluidion ALERT System or a similar technology. A weather station will also be installed to inform operators of local weather conditions. This proposed monitoring methodology will be updated as project design is completed. The final monitoring plan will account for process control monitoring capabilities to avoid overlapping or redundant data sets.

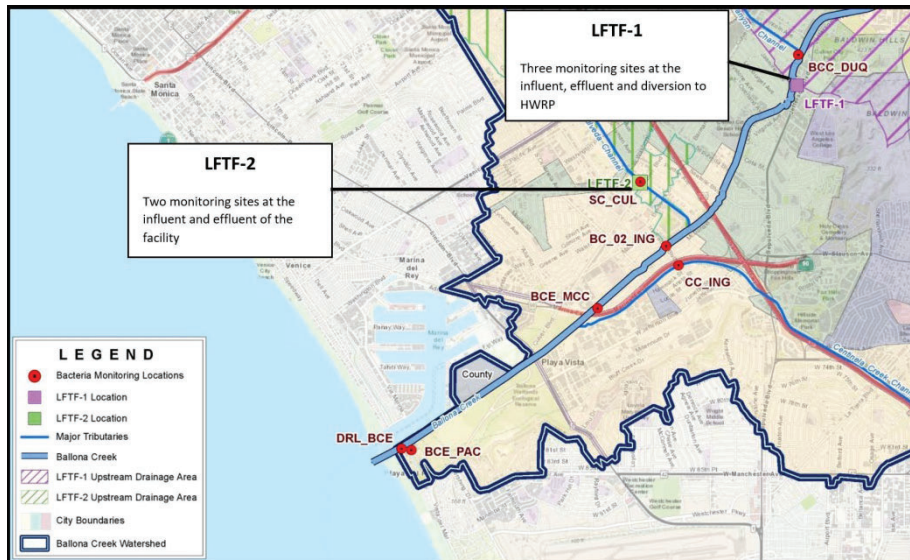


Figure 6A. Project Monitoring Locations

Study Questions

This monitoring program will examine the following study questions:

Pre-Construction (Baseline) Monitoring

1. What are the existing bacteria pollutant loads, flow rate, and water quality conditions in Ballona Creek and Sepulveda Channel during dry weather?

BMP Effectiveness Monitoring

1. Is there a reduction in dry-weather bacteria pollutant load as a result of the constructed treatment system?
2. What is the pollutant removal rate of the entire treatment system and each of its components?

Long Term Performance, Compliance, and Process Control Monitoring

1. Does the system provide sufficient treatment so that the discharged water meets TMDL water quality objectives for the receiving waters?
2. Are all aspects of the treatment systems at LFTF-1 and LFTF-2 operating as designed?

Data Quality Objectives

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

Comparability of the data is defined as the similarity of data generated by different monitoring programs. For this monitoring plan, this objective will be ensured by standardization of procedures for field measurements, sample collection, sample preparation, laboratory analysis, and site

selection; adherence to quality assurance protocols and holding times; and reporting in standard units.

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

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

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

Data Management and Reporting

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

Adaptive Management

An adaptive approach to monitoring will be crucial in order to provide the most useful information for the design and operation of the Project. The sampling schedule, water quality parameters, and monitoring equipment may be modified depending on changes to Project design and construction, regulatory revisions, and advances in new scientific technology. Monitoring may also be adapted

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to the needs of the project as they develop, e.g., to assess the Project’s impact to the environment or public health, to optimize the Project’s efficacy, and/or to determine maintenance protocols and schedules.

A-7. Sustainability Rating

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

The Ballona Creek Project is currently pursuing certification for the Envision Platinum Level from the Institute for Sustainable Infrastructure regarding all phases of project implementation. Planning, design, and construction are taken into account in order to ensure reduction of environmental impacts, imbed sustainability into the Project, and make project innovation and community engagement a priority. Examples of such components include installation of solar panels to augment energy supply and sustainable materials and practices. The City will share the certification results when available.

A-8. Stakeholder and Community Outreach/Engagement Plan

The City recognizes the important role that community outreach and community engagement play in the SCWP and the regional infrastructure projects funded by this program.

Over the past four years, the City has conducted varying forms of community outreach and engagement for the Ballona Creek Project. The outreach is characterized as Pre-California Environmental Quality Act Outreach, CEQA Outreach and Safe Clean Water Program Outreach. Pre-CEQA Outreach Leading up to the formal initiation of the CEQA process in early 2017 for the Ballona Creek TMDL Project, the City conducted extensive public outreach to substantially enhance communication with potentially interested parties beyond the requirements of CEQA.

The City held several face-to-face meetings to educate stakeholders about the proposed Project and the upcoming CEQA/Environmental Impact Report process. The City engaged numerous agencies, community-based organizations and nongovernmental organizations, City Council Districts, and Neighborhood Councils. Organizations consulted prior to the start of the CEQA process include:

Ballona Creek Renaissance
Del Rey Residents Association
Friends of Ballona Wetlands
Heal the Bay
LA Waterkeeper
Natural Resources Defense Council
Surfrider Foundation
Cities/City Councils/Neighborhood Councils:
Culver City Council
Los Angeles City Council Districts 5, 6, and 11
Los Angeles Mayor's Office
Westchester Playa Neighborhood Council
Agencies:
Los Angeles Regional Water Quality Control Board
Los Angeles County Flood Control District
US Army Corps of Engineers
West Basin Municipal Water District

Public engagement occurred during the CEQA process during the scoping period and the Draft EIR public comment period. The 30-day scoping period occurred from February 17 to March 20, 2017, during which time members of the public and other agencies were solicited to submit comments on potential impacts to resources, alternatives for analysis in the EIR, and scope of the



EIR. The NOP was distributed through legal advertisements published in the Los Angeles Times and the Argonaut (a local west Los Angeles newspaper); by mailings to property owners within 300 feet of LFTF-1 and -2; by posting on the City’s Stormwater website; and by email to agency. Due to the presence of two multi-family residential buildings located adjacent to WQIP 2, copies of the project fact sheet and the NOPs were distributed in person to these locations, including copies translated into Spanish at the suggestion of the local City Council District Office.

As part of the scoping process, the City held two public meetings on March 2, 2017, from 1:00 p.m. to 3:00 p.m. and 5:00 p.m. to 7:00 p.m. at the City of Los Angeles Westchester Municipal Building. These meetings were conducted as open-house workshop-style meetings with information stations and subject matter experts available to discuss issues and answer questions. A total of 22 people attended the public scoping meetings. Copies of the NOP and project fact sheets were provided at the public scoping meetings, including copies translated into Spanish.

Draft EIR: To announce the availability of the Draft EIR for public review and comment, the City published a Notice of Availability (NOA) and initiated the Draft EIR public comment period, which occurred over a two-month period from August 17 to October 16, 2017. The NOA was distributed similar to how the NOP was distributed in February 2017. Two Draft EIR public comment meetings were held on September 20, 2017, (12:00 p.m. to 2:00 p.m. and 5:00 p.m. to 7:00 p.m.) at the Westchester Municipal Building. Similar to the scoping meetings, the Draft EIR public comment meetings were conducted as open-house workshops with information stations and subject matter experts positioned throughout the meeting room. Project fact sheets and copies of the NOA were provided in both English and Spanish. A comment station was provided with comment cards and attendees could also opt to provide their comments orally to a court reporter in attendance. A total of 16 people attended the Draft EIR public comment meetings. the City received a total of 20 comment letters during the Draft EIR public comment period.

Final EIR: The Final EIR was reviewed by the City of Los Angeles Board of Public Works on April 25, 2018, the City Council’s Energy, Climate Change, and Environmental Justice Committee on May 7, 2018, and the Los Angeles City Council on June 29, 2018. The City of Los Angeles published a Notice of Determination (NOD) on July 2, 2018, representing the conclusion of the CEQA process.

After the publication of the NOD concluding the CEQA process in July 2018 and over the past several years leading up to the submittal to both SCWP Rounds 1 and 2, the City focused efforts primarily on stakeholder outreach with partner cities and other interested agencies in the Ballona Creek Watershed. Several CBOs, NGOs, cities, and other agencies have expressed their support during the SCWP CSMB WASC and other SCWP meetings in 2020 and 2021. In addition, several entities submitted letters of support.

Moving forward, the City will coordinate with local elected officials and neighborhood councils to continue reaching out to project stakeholders including community based organizations and nongovernmental organizations. The City will also coordinate with elected officials and neighborhood councils to identify the most effective community outreach and engagement methods and materials to ensure adequate community engagement and outreach. The Project team will also identify additional languages spoken in the community and translate outreach materials. This community engagement and outreach process will take place throughout the construction phase of the Project.

Given the current COVID-19 pandemic and potential restrictions or limitations on gatherings, or potential reluctance on behalf of the community to have in person meetings when restrictions are modified, the project team will continue to be creative with its outreach, stakeholder engagement and communication strategy. Videoconferencing technology will be used in lieu of in person meetings, as needed, along with PowerPoint presentations and fact sheets. The team will investigate other virtual best practices and technologies being implemented on other projects that can be useful for enhancing public and stakeholder engagement in consideration of societal changes resulting from the pandemic, while also ensuring ways to connect with stakeholders who may not have access to technology.

The possible displacement of residents is an issue that the City will address throughout the life of the Project. The City will work with homeless s advocacy groups and local CBOs and NGOs to ensure that any potentially displaced homeless residents receive information regarding city and county resources available to them. Gentrification remains a concern for many residents in Los Angeles. The City will work with local elected officials, CBOs, NGOs and additional project stakeholders throughout the life of the Project to address community concerns.

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 water quality, water supply, community investment, regulatory, and environmental benefits.

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, the City will develop community outreach activities to remind residents of the Safe Clean Water Program contribution to the Project.



Los Angeles County Safe Clean Water Program Requirements/Acknowledgement:

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

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

A-9. Tracking Infrastructure Program Project Benefits

Water Quality Benefits- Dry Weather

As stated in Section A-2, the Project is designed to manage the 90th percentile dry-weather runoff flow of the project drainage area and meet the dry weather requirements of the Ballona Creek Bacteria TMDL. The facilities are designed to capture, divert, and treat and release 100 percent of all tributary dry weather flows from the entire Ballona Creek Watershed (71,500 acres) at the site locations, and will improve and preserve the Water Contact Recreation (REC-1 and REC-2) beneficial uses of recreation in Ballona Creek, Ballona Estuary, and Sepulveda Channel.

This benefit will be measured based on flow and bacteria water quality monitoring as described in the Monitoring Plan.

Water Supply Benefits

As stated in Section A-2, the Project would provide a new supply source of water for recycled water production and the offset of potable water demands. Average dry weather flow in Ballona Creek, near LFTF-1 project site is estimated to be about 11 mgd. The average anticipated diversion rate to the HWRP is equal to an average volume of 5,060 AF of new water for recycling each year.

This benefit will be measured throughout the project by water balance flow meters in strategic project areas. Flow measurements will verify the diverted amount to HWRP, ensuring the water supply benefit.

Community Investments Benefits

As stated in Section A-2, The Project will provide several community investment benefits including the enhancement of wetlands and enhanced recreational opportunities.

The wetland and recreational activities will be measured by bacteria, dry-weather, water quality monitoring as the Project effectively brings the water bodies in Ballona Creek Watershed to meet REC-1 and REC-2 water quality limitations to support the prescribed beneficial uses.

Leveraging Funds and Community Support

As stated in Section A-2, the City will provide Project with leveraged funding. This benefit will be measured at the completion of the project when all costs are accounted for. A surrogate for community support benefits will be the record of robust outreach completed, maintained in a similar fashion to the thorough CEQA process and the records of prompt and thoughtful responses to any concerns brought as a result of said outreach.



A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Ballona Creek TMDL Project is included in Table 10. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life. The project schedule is provided in Table 10.

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Table 10. The Preliminary Project Schedule for the Ballona Creek TMDL Project (Bar Chart)

| Phase | FY 2021/22 | | | FY 2022/23 | | | FY 2023/24 | | | FY 2024/25 | | | FY 2025/26 | | | |
|----------------|------------|-----|------|------------|-----|------|------------|-----|------|------------|-----|------|------------|-----|-----|-----|
| | 2021 | | 2022 | 2023 | | 2024 | 2024 | | 2025 | 2025 | | 2026 | 2026 | | | |
| | JAS | OND | JFM | AMJ | JAS | OND | JFM | AMJ | JAS | OND | JFM | AMJ | JAS | OND | JFM | AMJ |
| Design/Permits | | | | | | | | | | | | | | | | |
| Bid and Award | | | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | | | |
| Post Const. | | | | | | | | | | | | | | | | |
| Optimization | | | | | | | | | | | | | | | | |

*Orange Bar: Completion Goal Timeline

*Green Bar: Alternative Completion Goal Timeline

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 |

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF LOS ANGELES, LA SANITATION AND ENVIRONMENT (LASAN)
AGREEMENT NO. 2021RPSSMB01
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 3, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment (LASAN) for Wilmington Neighborhood Greening 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: | Kevin Kim | Name: | Michael Scaduto |
| Address: | 11th Floor, PO Box 1460, Alhambra, CA 91802-1460 | Address: | 1149 S Broadway, 10th Floor, Mail Stop 1149-756, Los Angeles, CA 90015 |
| Phone: | (626) 300-2620 | Phone: | 213-485-3981 |
| Email: | KKIM@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 2021-2022 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 2021-22 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.

Los Angeles

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Board of Public Works

Date: _____

South Santa Monica Bay

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

Wilmington Neighborhood Greening Project

By: _____

Name: Barbara Romero

Title: Director and General Manager

LA Sanitation & Environment

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

| End-of-Activity | | Every Third Fiscal Year | | |
|----------------------------------|--|--------------------------------|----------------------------|--|
| <u>Projected End Date</u> | <u>Audit Report Due to District</u> | <u>SIP Fiscal Year</u> | <u>Audit Period</u> | <u>Audit Report Due to District</u> |
| 1/15/2023 | No later than 10/31/2023 | 2021-22 | 7/1/2021 to 6/30/2024 | No later than 3/31/2025 |

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

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

B-7. Availability of Funds

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

7. Example:

| <u>Fiscal Year Transferred</u> | <u>Funds Lapse After</u> | <u>Extension Request Due</u> | <u>Commit By</u> |
|---------------------------------------|---------------------------------|-------------------------------------|-------------------------|
| 2021–22 | 6/30/2027 | No later than 3/31/2027 | No later than 6/30/2028 |

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

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

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

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

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

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

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

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

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

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

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

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

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

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

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ 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"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system | <ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system | <ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland |

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

1. Litter Control

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

2. Vegetation Maintenance

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

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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



Transmittal 6 (Exhibit A of the Transfer Agreement)

City of Los Angeles Safe Clean Water Program Wilmington Neighborhood Greening Project Regional Scope of Work FY 2021-22





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Executive Summary

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

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

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

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

The Wilmington Neighborhood Greening Project is located in and around the Wilmington Recreation Center. The Project consists of implementing a series of nature-based BMPs along Neptune Street, to capture, retain and infiltrate pretreated stormwater; incorporate drought-tolerant landscaping, reduce heat island effect; and provide pedestrian safety. Direct beneficiaries of the Project are the community in the Wilmington Recreation Center and adjacent neighborhoods. The Project is strongly supported by the City of Los Angeles Council District 15 and the surrounding local community.

The Wilmington Neighborhood Greening Project is part of the South Santa Monica Stormwater Investment Plan (SIP), and was approved by the LA County Board of Supervisors on September 15, 2021 for SIP Regional Program funding. This Scope of Work (SOW) for Wilmington Neighborhood Greening Project includes all the required sections, as outlined in the SCWP Wilmington Neighborhood Greening Regional Transfer Agreement, including the following: (1) Budget Plan (2) estimated total activity cost for the Project (3) description and scope of work for

Wilmington Neighborhood Greening Project
FY 21-22 Regional Scope of Work



the Project (4) Operations and Maintenance (O&M) Plan (6) Post Construction Monitoring Plan (7) Sustainability Rating (8) Public Outreach/Engagement Plan (9) Tracking Infrastructure Program Project benefits, and (10) Work Schedule and Completion Date for the Project that will be funded by the SCWP Regional funds allocated to the City for this Project.



A-1. Budget Plan

The South Santa Monica Bay (SSMB) Watershed Area generates up to \$17.6M of anticipated annual Regional Program funds. For Fiscal Year 2021/22, the SSMB Watershed Area Steering Committee (WASC) voted to include the Wilmington Neighborhood Greening Project (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five (5) year plan developed by each WASC that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years. The Project’s SIP identifies the amount of the SCWP contribution for each Fiscal Year.

The Project is scheduled to be completed by Fiscal Year (FY) 24-25. The total cost for this Project is estimated to be \$12,183,000. The amount needed and the SCW Program contribution amount that was approved for FY 20-21 through FY 25-26 by the SSMB Watershed Area in the SIP on May 19, 2021 is shown in the below Table 1A:

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

| FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | TOTAL |
|-----------------|-----------------|-----------------|-----------------|-----------------|--------------|
| \$662,727 | \$504,603 | \$3,387,700 | \$4,818,700 | \$2,809,200 | \$12,183,000 |

The construction for this Project is estimated to be \$10,152,500. The Annual Maintenance cost Project is anticipated to be around \$139,800. The life span of the Project is 50 years.

The City is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leveraging internal resources to support this and other stormwater projects in the City. At this time, no additional funding is being provided as a cost share for this Project. Below we have all the phases of the Project and the main tasks associated with them that are included in the Work Schedule plan for the Project with the anticipated costs for each Fiscal Year.

The estimated expenditures for FY 21/22 through FY 25/26 based on the work that will be performed on the Project phases and corresponding major tasks is presented below in Table 1A:

Table 1A. Budget Plan

| DEVELOPMENT PHASE | SCW Funding Per FY | | | | | Total Cost |
|-------------------|--------------------|------------------|--------------------|--------------------|--------------------|---------------------|
| | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | |
| Planning | \$90,000 | | | | | \$90,000 |
| Monitoring | \$111,727 | \$43,900 | \$37,700 | \$37,700 | \$37,700 | \$268,727 |
| Design and CM | \$461,000 | \$460,773 | \$250,000 | \$250,000 | \$250,000 | \$1,671,773 |
| Construction | | | \$3,100,000 | \$4,531,000 | \$2,521,500 | \$10,152,500 |
| Totals | \$662,727 | \$504,673 | \$3,387,700 | \$4,818,700 | \$2,809,200 | \$12,183,000 |

A-2. Consistent with SCW Program Goals

The Wilmington Neighborhood Greening Project will provide community benefits while also providing water quality benefits and will help meet the objectives of the Safe Clean Water Program (SCWP) goals. The Project, as presented in the feasibility study, will implement a 10.16AF subsurface storage tank, 16 street trees, parkway bioswales that will cover approximately 2,931 square feet, permeable pavers in the parking lot that will cover approximately 2,048 sf, and 2 hydrodynamic structures to treat the incoming runoff diversions from the storm sewer system.

The Project's SCW Regional scoring presented in the feasibility study outlines how the Project is meeting the SCW goals:

(1) *Wet Weather Water Quality Benefit*, under this criterion, projects can score a total of 50 points for effectiveness and extent of pollutant reduction. This Project achieved a Water Quality Cost Effectiveness value of 1.001 acre-feet (AF) capacity per capital cost in millions, resulting in 20 points. Additionally, the analysis results obtained from the Watershed Management System (WMS) show an 80.3% percent removal of the primary pollutant bacteria, and 100% percent removal of the second-class pollutant, trash, resulting in 30 points for the Water Quality Benefit. The Project achieved a preliminary score of **50** points for Wet Weather Water Quality Benefits.

(2) *Water Supply Benefits*, under this criterion, projects can score a total of 25 points under two categories: cost effectiveness and benefit magnitude. The cost effectiveness category resulted in 0 points, but the benefit magnitude category was scored with **2** points because it fell within the range of 25-100AF/year with a value of 53.88 AF/year (21.88 AF yearly wet weather volume capture capacity + 32 AF yearly dry weather volume capture capacity).

(3) *Community Investment Benefits*, projects can obtain up to a total of 10 points based on the amount of community benefits offered by the project. The Project offers 5 community benefits, as defined by the SCW criteria: flood risk mitigation, reduction of local heat island effect, enhanced recreational activities, and enhancement/restoration of park facilities and retrofitting the public right-of-way with the installation of native, drought tolerant landscaping, resulting in **5** points.

(4) *Nature-Based Solutions*: Projects can obtain up to a total of 15 points for implementing processes that mimic the natural process to slow, detain, capture and infiltrate water; for habitat restoration; or for using materials such as soil and vegetation. The Wilmington Neighborhood Greening Project incorporates BMPs that capture, treat and infiltrate stormwater; it also incorporates native drought tolerant vegetation, and replaces up to 8.2 percent of impermeable area, resulting in **11** points.

(5) *Leveraging Funds and Community Support*, projects can obtain up to a total of 10 points for fund matching, partnerships and community involvement. Funding from other sources has not been identified for the Project at this time; however, the Project is strongly supported by Council District Office and the surrounding local community, resulting in **4** points. The total score for the Project was **72** points.

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



Table 2A. Quantitative Targets and Metrics

| SYSTEM TARGETS AND METRICS | | | |
|-------------------------------------|---|-------------------------------|----------------------------|
| Metric Name | Quantitative Target | Value for Quantitative Target | Estimated Achievement Date |
| Promote Shade & Wellness | Number of Trees Planted | 16 | 03/31/2026 |
| Promote Community Greening | Area of Parkway Bioswales | 2931 sf | 03/31/2026 |
| Water Supply Capacity/Flood Control | Volume wet and dry weather capture capacity | 53.88AF/yr. | 03/31/2026 |
| Parking Lot Infiltration | Area of Permeable Pavers | 2048 sf | 03/31/2026 |

A-3. Estimated Reasonable Total Activity Cost

The estimated costs for all phases and tasks included in the Work Schedule Plan are summarized in Table 3A below:

Table 3A. Detailed Estimate

| ACTIVITY COST FOR ALL PHASES | |
|------------------------------|---------------------|
| Tasks | Cost |
| Baseline Monitoring | \$268,727 |
| Planning/Pre- Design | \$90,000 |
| Construction | \$10,152,500 |
| Design | \$1,171,773 |
| Construction Management | \$500,000 |
| Total Project Cost | \$12,183,000 |

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

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

| Activity ID | Activity Name | Estimated Cost |
|---|----------------------------|--------------------|
| Wilmington Neighborhood Greening Project | | |
| Deliverables | | |
| Baseline Monitoring | | \$268,727 |
| A1000 | Monitor Existing Condition | |
| A1010 | Sampling and Testing | |
| Design/Construction Management | | \$1,671,773 |
| Utility Research | | |
| A1020 | Utility Research | |
| Topographical Survey | | |
| A1030 | Topographical Survey | |
| 30% Design | | |
| A1040 | 30% Design | |
| A1100 | Client Review Period | |
| 60% Design | | |
| A1050 | 60% Design | |
| A1090 | Client Review Period | |
| 90% Design | | |
| A1060 | 90% Design | |
| A1110 | Client Review Period | |
| 100% Design | | |
| A1070 | 100% Design | |
| A1120 | Client Review Period | |
| RFC Package | | |
| A1080 | RFC Package | |
| Permitting | | |

Wilmington Neighborhood Greening Project
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| | | |
|--------------------------------|-----------------------|---------------------|
| A1130 | Permit Process | |
| Construction Management | | |
| | PM Costs | |
| Construction | | \$10,152,500 |
| Demolition | | |
| A1150 | Demolition | |
| Utility Relocations | | |
| A1140 | Utility Relocations | |
| Drywell Installation | | |
| A1160 | Drywell Installation | |
| Sidewalk Construction | | |
| A1170 | Sidewalk Construction | |
| Landscape | | |
| A1180 | Landscape | |

A-4. Funded Activity Description and Scope of Work

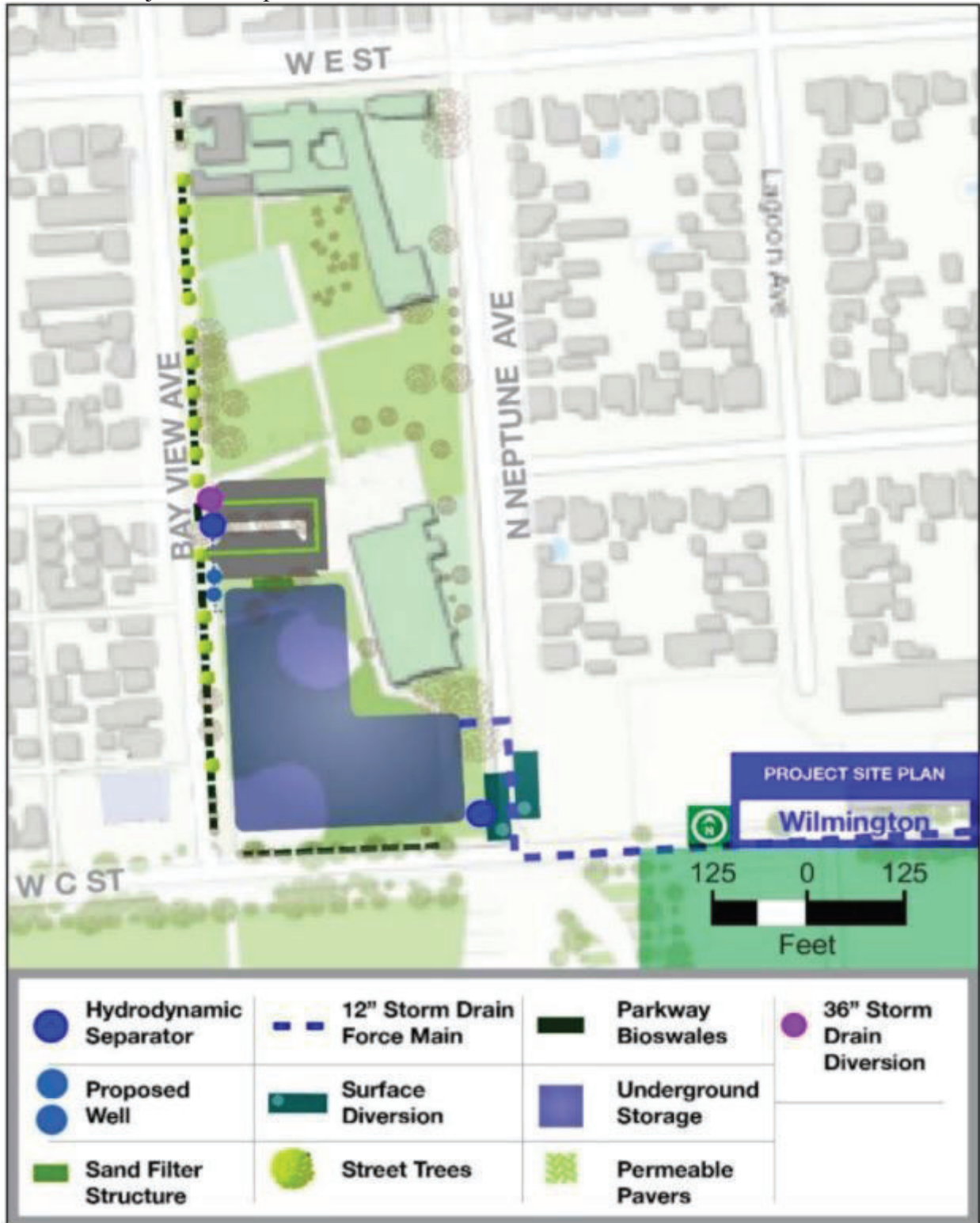
The Project is located in the City of Wilmington, California in the Wilmington Recreation Center Park. The precise location that was given in the Feasibility Study for the Project was Latitude: 33.773819 and Longitude: -118.268583. The Project is part of the South Santa Monica Bay Watershed Area that drains to the Pacific Ocean (LA Harbor) and includes the Dominguez Channel, in Southwest Los Angeles County. The City of Los Angeles is one of the Municipalities that fall within the boundaries of this Watershed Area. This Watershed Area is estimated to receive up to \$18.4 million annually to fund Regional projects and programs.

The Project aims to achieve the required SCW Program goals including the improvement of water quality through the removal of primary and secondary pollutants affecting local water bodies, providing community investment benefits, and utilizing nature-based solutions to protect public health by providing green and safe livable spaces. The Project will consist of a series of nature-based BMPs (bioswales and street trees) and a 3.31-million-gallon underground storage tank (cistern) in the park. The bioswales will be installed along Bayview Avenue from C Street to E Street. The project will be approximately 750 feet in length along the sidewalk of Bayview Ave. and will include replacement of an 2000sf impermeable asphalt parking lot with permeable pavers.

The Project will include detention, biofiltration, subsurface irrigation and water recycling by diversion to the sanitary sewer. Dry and wet weather runoff from the drainage area will be diverted from a 36-inch reinforced concrete pipe (RCP) within the site as well as through a surface diversion on Neptune Avenue just north of C Street. Captured runoff will be sent through a hydrodynamic separator to separate and trap trash, debris, and sediment from the stormwater. The stormwater will then be stored in an underground tank. Stormwater used for irrigation will be processed through sand filters before entering the subsurface irrigation system. Excess water will be discharged to the sanitary sewer system for recycling. Parkway bioswales will capture surface stormwater through curb inlets and infiltrate it. A permeable paver parking lot will also infiltrate stormwater. Direct beneficiaries of the Project are the community around the Wilmington Recreation Center and adjacent neighborhoods. The Project is strongly supported by the City of Los Angeles Council District 15 and the surrounding local community.

The Project will capture approximately 53.88 Acre Feet (AF) of stormwater annually from a 66-acre drainage area to improve the water quality of the Dominguez Channel Watershed. For each 85th percentile, 24-hour storm 2.44 AF will be captured at a maximum flow rate of 5.94 cfs. The captured stormwater will offset 100% of the 9.57 AF of irrigation demand during the average dry season and provide additional recycled water volume by discharging approximately 12.3 AF per year of excess water to the sewer for treatment at the Terminal Island Water Reclamation Plant. Up to 62,559 gallons of stormwater from each 85th percentile, 24 hr. storm will also be captured by the bioswales and permeable pavers, filtered, and diverted into the detention tank. Table 4A. shows the Project site map.

Table 4A. Project site map



The DCWMA Group developed the Enhanced Watershed Management Program (EWMP) in response to the requirements set forth by Order No. R4-2012-0175, Los Angeles Municipal Separate



Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit). The DCWMA Group includes the County of Los Angeles, Los Angeles Flood Control District (LACFCD) and the cities of El Segundo, Hawthorne, Inglewood, Lomita, and Los Angeles (including the harbor region) and consists of three different watersheds: Dominguez Channel Watershed, Los Angeles/Long Beach Harbors Watershed and Machado Lake Watershed.

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

Table 4B. Water Quality Priorities for the Machado Lake

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

This Project includes Nature-Based Solutions (NBS) as part of the water quality improvements. These NBS implement natural processes to slow, detain, capture and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space. The Project would include planting about 10 trees as well as implementing 4,800 square feet of native-landscaped infiltration planters in the vicinity of Banning High School thus helping to reduce the heat local island effect and increasing shade in this neighborhood.



This Project area is in a Disadvantaged Community (DAC) and will benefit the community through reduced instances of flooding and beautification of the corridor. Additional benefits to the community will be improved sidewalks in the areas where the Project features will be placed as well as community benefits such as a reduction in the heat-island effect, additional shade from trees, and air quality improvements. The Project, as designed, will not displace any residents or businesses directly. However, homeless individuals have been known to camp along the corridor or park their vehicles (for those living in cars or RVs) in parking areas along the street. The Project outreach plan will have an element to reach out to these individuals to keep them safe during the construction process and to guide them toward services that are available to them with the goal of getting them into bridge or permanent supportive housing. Table 4C. below provides some of the Project characteristics

Table 4C. Project Characteristics

| Table 1. Project Summary | | |
|---|---|--|
| Project and Council District | Wilmington Recreation Center | 15 |
| SCW Score | 72 | |
| Yearly Wet Weather Volume Capture Capacity | 21.88 AF (7,128,470 gal) | |
| Yearly Dry Weather Volume Capture Capacity | 32 AF (10,426,522 gal) | |
| Pollutant Removal | Primary (Method 2) | Secondary (Method 2) |
| | Bacteria, Metals | Trash |
| Street Address | 325 N. Neptune Ave. Wilmington, California 90744 | |
| GPS Coordinates | Latitude: 33° 46' 25.75"N | Longitude: 118° 16' 06.90"N |
| Land Use | Develop Local Parks and Recreation | |
| Major Watershed | Dominguez Channel | |
| Basin | Coastal Plain Basin of Los Angeles – West Coast Sub-Basin | |
| Stormwater Discharge Point | Los Angeles Harbor | |
| Drainage Area | 65.3 acres | |
| BMPs | A | (2) Diversion Catch Basins |
| | B | (2) Hydrodynamic Separators |
| | C | 10.16 AF Underground Detention Tank |
| | D | 16 New Street Trees |
| | E | 2,931 SF of Parkway Bioswales |
| | F | 2,048 SF of Permeable Pavers |
| | G | Sand Filter |
| | H | Subsurface Irrigation |
| | I | Recycling (by 200 gpm diversion to sanitary sewer) |

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

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

Catch Basin with Diversion Structure

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

Storm Drain Diversion Structure

- Inspection Once during dry season and monthly during wet season.
- Cleaning Debris removal and vacuum cleaning conducted as needed (triggered by inspection). Hydro jetting shall be conducted annually.

Hydrodynamic Separator

- Inspection New units should be inspected after every runoff event for the first 30 days. Beyond that, units should be inspected once during the dry season and monthly during the wet season.
- Cleaning Conducted as needed (triggered by inspection). Full cleanout of the unit should occur at the end of rainfall season. Vacuum wash conducted as needed (triggered by inspection) or at least once per year.

Underground Detention Tank

- Inspection Once during dry season and monthly during wet season.
- Cleaning Vault vacuum cleaning shall be conducted as needed (mostly triggered by inspection) or at least once per year.

Street Trees

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

Permeable Pavers

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

Parkway Bioswale

- Inspection Inspect the Parkway Bioswales four times a year for conditions requiring remediation.
- Cleaning Remove trash, sediment and debris four times a year to minimize clogging of media.

Pressurized Sand Media Filter

- Inspection as per manufacturer recommendations.
- Cleaning Backwash: Shall be conducted as needed (mostly triggered by inspection). The backwash frequency is dependent of the system, but typically is done when the pressure differential reaches a level of 4 – 6psi higher than when the tanks are clean.
- Flush filters: When using the system, it is recommended to flush the filters once daily, as a minimum.

Wet Well

- Inspection Once during dry season and after each major rain event or monthly during wet season.
- Cleaning Vacuum wash conducted as needed (triggered by inspection) or at least once per year.

Pump Station

- Inspection Shall be conducted monthly at a minimum during the dry season and at least monthly during the wet season, or as recommended by the manufacturer.
- Cleaning Annually, in advance of the wet season or as recommended by the manufacturer.

Subsurface Irrigation

- Inspection New systems shall be inspected after installation. During dry season systems shall be inspected bi-weekly, after any landscape planting, and after any maintenance that requires digging deeper than the installed dripline. Beyond that, systems shall be inspected at least monthly during the wet season.
- Cleaning Conducted as needed (triggered by inspection). Full clean out of the system should occur at the end of the dry season.

The Operations and Maintenance Plan in Appendix A provides a more detailed description of the recommended O&M activities for the Project

A-6. Post-Construction Monitoring Plan

The Post-Construction Monitoring Plan (included as Exhibit B of this Report) was submitted last year as part of the Feasibility Study Report for the Round 2 Call for Projects in October 2020. Any revisions to the Post Construction Monitoring Plan will be provided to the District upon completion of the Design phase.

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

A-7. Sustainability Rating

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

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

A-8. Stakeholder and Community Outreach/Engagement Plan

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

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

Before engaging with the community at large, the Project team will meet with key elected officials to determine the type of community outreach, engagement and input desired from the community as well as the best methods to use to successfully outreach to and engage with the community. From those initial meetings, a customized approach will be developed that provides space for community input and engagement.

Potential Project Benefits and Concerns

A full and transparent discussion of the Project, its community benefits as well as its impacts during construction, will be important in engaging the public. In community events/meetings, the Project team will highlight the Project's features and community benefits, including:

- Improvements to park fields displaced during the construction of the underground detention tank
- Planting of 16 trees and 2,931 square feet of native vegetation landscaping in the bioswale planters
- Sub-surface features including the modernization of existing storm drain infrastructure
- The capture, retention and infiltration of pretreated stormwater flow
- The reduction of the area's heat island effect
- The incorporation of drought-tolerant landscaping

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

- **Displacement** - The Project, as designed, will not displace any residents or businesses directly. However, homeless individuals have been known to camp along the corridor or park their vehicles (for those living in cars or RVs) in parking areas along the street. The Project outreach plan will have an element to reach out to these individuals to keep them safe during the construction process and to guide them toward services that are available to them with the goal of placing them into bridge or permanent supportive housing.
- **Gentrification** - While no single project is a cause or a predictor of gentrification, the project team will be prepared to address this, should community members raise it as a concern. Much of the area surrounding the Project area is considered a Disadvantaged

Community (or DAC) according to US Census data. In these neighborhoods, public works projects will often generate concerns about gentrification and other changes to the fabric of the community. The outreach approach will be sensitive to these concerns and incorporate mechanisms to provide community members a forum to positively channel their concerns.

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

Project Onset

The City of Los Angeles has already conducted an initial project discussion with Council District 15. However, upon the Project's onset, revisiting this discussion and holding initial coordination meetings will be critical in (1) defining community outreach and community engagement goals, (2) identifying project stakeholders, (3) identifying potential project concerns and (4) developing effective outreach and engagement methods.

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

The Project team will meet with staff from Councilman Joe Buscaino's office (Council District 15) to schedule a site visit at the Project location and seek input from Council staff regarding the following:

- Identify community stakeholders for outreach and engagement, including but not limited to:
 - Wilmington Neighborhood Council
 - Harbor Community Benefit Fund
 - Clean Wilmington
 - Los Angeles Homeless Services Authority
 - Additional NGOs and CBOs as identified by Los Angeles City Council District 15
- Identify effective community outreach and engagement methods
- Receive input regarding potential project concerns
- Coordinate meetings/discussions between key members of the Wilmington Neighborhood Council, other identified community stakeholders and the project team
- Identify City of LA staff who will serve as the point of contact for the project

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

Project Design and Construction

Based upon LASAN best practices and input from Council District 15, Neighborhood Council, community outreach and engagement methods and materials will be developed and implemented throughout the life of the Project.

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

Online Media Outreach

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

Local Media Outreach

- Articles and project/construction notices in community newspapers including the Daily Breeze, San Pedro News Pilot and others, as identified
- LACityView 35 Television news
- Project-related media alerts and press releases for local traditional media (newspapers, radio and television)

Grassroots Outreach

- Door-to-door canvassing in impacted neighborhoods
- Project and construction updates and notices in the form of community mailers and/or signage
- Project fact sheet and project materials translated into appropriate languages
- Project update meetings with Council District 15 staff, Neighborhood Council members and Banning High School representatives, as requested
- Ground-breaking and ribbon-cutting ceremonies for elected officials and community members

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

- Community meeting(s) (in-person or online) with a presentation and visual materials for use, as well as appropriate translation services

- Tabling(s) in the community/neighborhood as appropriate
- Information booth at community events (festivals, fairs, 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 one community engagement activity.

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

A-9. Tracking Infrastructure Program Project Benefits

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

Street Trees

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

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

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

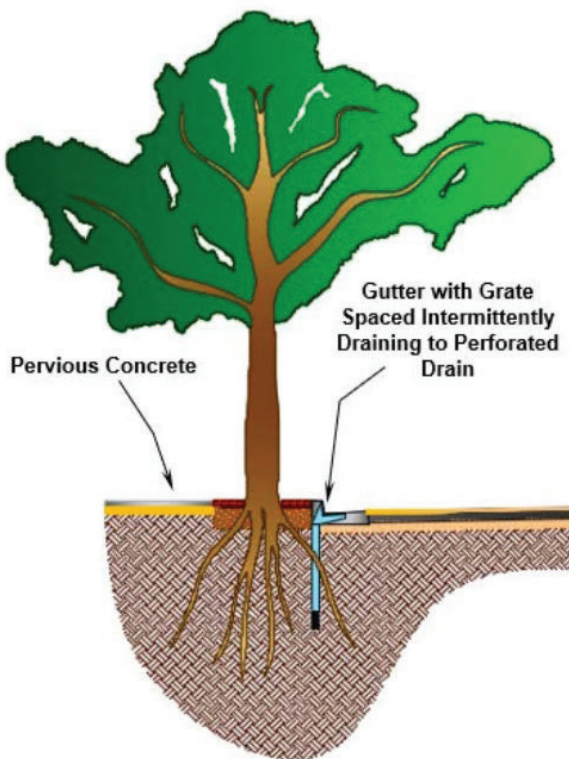


Figure 9A. Street Tree Cross Section

Permeable Pavers

Permeable pavers are another type of infiltration BMP that will be incorporated into the Project. Permeable pavers are an open void material designed to slow down and eliminate direct stormwater runoff by absorbing it and allowing it to reach the soil media. Figure 9B shows a typical cross section of permeable pavers.

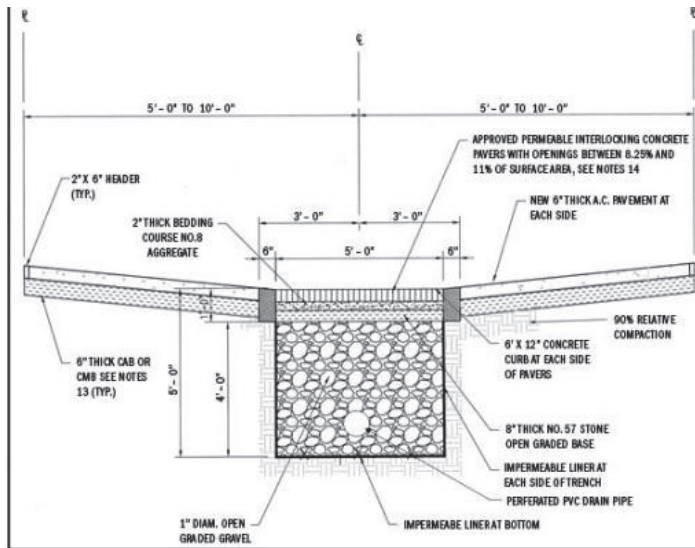


Figure 9B. Permeable Paver Cross Section

Bioswale Planters

The Project will redefine the aesthetic character of Bayview Ave. Along with street trees, the new landscape will beautify the community and give the street a supplemental capacity of added biodiversity, habitat, and stormwater flow attenuation. The design of the new bioswales will preserve their curb appeal with zero-maintenance during drought periods. The new planters will reduce the need for irrigation in the parkways and become the living signpost of the Wilmington Neighborhood Greening Project. Bioswales will provide stormwater treatment as well as peak flow attenuation through filtration and adsorption. They are designed as soil and plant-based filtration systems to remove pollutants through a biological and physical process. Infiltration planters installed along Bayview Ave. will include an underdrain perforated pipe connected to the nearest stormwater infrastructure. Figure 9C and Figure 9D show before and after conditions along Bayview Ave.



Figure 9C. Bayview Ave. Before



Figure 9D. Bayview Ave. After

Underground Detention Tank: The proposed underground detention tank will provide 10.16 AF (3.31 MG) of underground storage. This is the maximum cost-effective tank that can fit on the site. A Larger tank would require removal of several large existing trees, require more expensive shoring and would likely be much more intrusive to neighbors during construction. The detention tank will retain captured stormwater before treatment for onsite irrigation or return to the sewer system for recycling. The pretreatment device will reduce the buildup of sediment and debris in the storage tank and, therefore, extend the period between maintenance activities. The detention tank for the system will be a precast modular stormwater storage system consisting of reinforced box culvert sections. Access hatches will be located out of field play areas and recirculating pumps will be used to reduce the chances of stagnation. A typical storage tank is shown in Figure 9E.



Figure 9E. Typical Underground Detention Tank

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

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

| Pollutant Name | Method 1 (% Concentration Reduction) | Method 2 (% Load Reduction) | Method 3 (% Exceedance Reduction) |
|-------------------|--------------------------------------|-----------------------------|-----------------------------------|
| Total Zinc | 100.0 % | 100.0 % | N/A |
| Total Copper | 100.0 % | 100.0 % | N/A |
| Total Lead | 100.0 % | 100.0 % | N/A |
| Total Nitrogen | 100.0 % | 100.0 % | N/A |
| Total Phosphorous | 100.0 % | 100.0 % | N/A |
| <i>E.coli</i> | 100.0 % | 100.0 % | N/A |
| Toxics | N/A | N/A | N/A |
| Chloride | N/A | N/A | N/A |
| Trash | N/A | N/A | N/A |

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

| Table 10. Long Term Performance | | |
|---------------------------------|------------------------------|-----------|
| Pollutant | Pollutant Load Reduction | % Removed |
| N Nitrogen | 119 lbs/yr | 79.6% |
| P Phosphorous | 101 lbs/yr | 80.0% |
| Cu Copper | 1.2 lbs/yr | 64.2% |
| Pb Lead | 1.2 lbs/yr | 68.1% |
| Zn Zinc | 11.5 lbs/yr | 69.0% |
| FIB ¹ | 2.2 x 10 ⁶ MPN/yr | 80.3% |

¹ Fecal indicator bacteria is recommended as the primary pollutant for projects in the Dominguez Channel watershed.
² Because the selected alternative captures over 100% of the 85th percentile storm, 100% trash capture can be assumed for the secondary pollutant.

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



Table 9C. Quantitative targets and corresponding metrics

| Project / Phase | Project Completion (1) | | FY 21/22 (2) | |
|----------------------------------|---|---|---------------------|--------------------------|
| | Quantitative Target | Corresponding Metric | Quantitative Target | Corresponding Metric |
| | <i>Annual Dry Season Discharges to Receiving Waterbody (each)</i> | <i>Annual Maintenance Visits (each)</i> | <i>Project Task</i> | <i>Status Completion</i> |
| Wilmington Neighborhood Greening | 0 | 12 | Concept | 100% |

Notes:

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

A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Wilmington neighborhood Greening Project summarizing the main phases and tasks are included in **Table 10A** based on a start date of November 2021. The schedule includes baseline monitoring, design, permitting, construction, and optimization. Parallel to design, baseline monitoring would be performed to gather data to use while evaluating the Project. Post-construction monitoring data would be compared to the baseline data to optimize Project performance. It is anticipated that the Project duration will be close to 2 years through construction, with optimization continuing for an additional six months. O&M is assumed to be for a 50-year project useful life.

Table 10A. Conceptual Implementation Schedule

| Preliminary Project Schedule | | | | | | | | | | | | | | | | | | | | |
|------------------------------|-------------|----|----|----|-------------|----|----|----|-------------|----|----|----|-------------|----|----|----|-------------|----|----|----|
| Task Name | YR1-FY21/22 | | | | YR2-FY22/23 | | | | YR3-FY23/24 | | | | YR4-FY24/25 | | | | YR5-FY25/26 | | | |
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Planning | | | | | | | | | | | | | | | | | | | | |
| Monitoring | | | | | | | | | | | | | | | | | | | | |
| Design | | | | | | | | | | | | | | | | | | | | |
| Permitting | | | | | | | | | | | | | | | | | | | | |
| Procurement | | | | | | | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | | | | | | | |
| Optimization | | | | | | | | | | | | | | | | | | | | |
| Outreach | | | | | | | | | | | | | | | | | | | | |

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

Table 10B. Proposed Work Schedule

| Activity ID | Activity Name | Original Duration(d) | Start | Finish |
|---|----------------------------|----------------------|----------|----------|
| Wilmington Neighborhood Greening Project | | | | |
| Milestones | | | | |
| A1210 | Start | 0 | 07/01/21 | |
| A1220 | Finish | 0 | | 12/01/23 |
| Baseline Monitoring | | | | |
| A1000 | Monitor Existing Condition | 181 | 07/01/21 | 04/30/22 |
| A1010 | Sampling and Testing | 181 | 11/01/21 | 04/30/22 |
| Design | | | | |
| Utility Research | | | | |
| A1020 | Utility Research | 120 | 11/01/21 | 02/28/22 |
| 1 | | | | |
| A1030 | Topographical Survey | 60 | 11/01/21 | 12/30/21 |
| 30% Design | | | | |
| A1040 | 30% Design | 180 | 12/30/21 | 06/21/22 |
| A1100 | Client Review Period | 60 | 06/21/22 | 08/21/22 |
| 60% Design | | | | |
| A1050 | 60% Design | 120 | 06/21/22 | 10/01/22 |
| A1090 | Client Review Period | 60 | 10/01/22 | 12/01/22 |
| 90% Design | | | | |
| A1060 | 90% Design | 60 | 12/01/21 | 03/01/23 |
| A1110 | Client Review Period | 60 | 03/01/23 | 04/01/23 |
| 3 | | | | |
| A1070 | 100% Design | 30 | 04/01/23 | 06/01/23 |
| A1120 | Client Review Period | 60 | 06/01/23 | 06/15/23 |
| RFC Package | | | | |
| A1080 | RFC Package | 15 | 06/16/23 | 07/01/23 |

Wilmington Neighborhood Greening Project
 FY 21-22 Regional Scope of Work



| Permitting | | | | |
|---|-----------------------------|-----|----------|----------|
| A1130 | Permit Process | 270 | 04/26/22 | 06/01/23 |
| Construction | | | | |
| Demolition | | | | |
| A1150 | Demolition | 30 | 09/01/23 | 10/01/23 |
| Utility Relocations | | | | |
| A1140 | Utility Relocations | 180 | 09/01/23 | 03/01/24 |
| Detention Tank Excavation and Installation | | | | |
| A1160 | Detention Tank Installation | 360 | 01/01/24 | 01/01/25 |
| Sidewalk Construction | | | | |
| A1170 | Sidewalk Construction | 180 | 10/01/24 | 04/01/24 |
| Landscape | | | | |
| A1180 | Landscape | 30 | 06/01/25 | 07/01/25 |
| Optimization (Close-Out) | | | | |
| Inspection | | | | |
| A1190 | Inspection | 15 | 06/15/25 | 07/01/25 |
| Commissioning | | | | |
| A1200 | Testing and Commissioning | 270 | 07/01/25 | 03/31/26 |

Abbreviations and Acronyms

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



Appendix A. Operation and Maintenance Plan (to be completed at a later date)

Appendix B. Post Construction Monitoring Plan (to be completed at a later date)

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF LOS ANGELES, LA SANITATION AND ENVIRONMENT (LASAN)
AGREEMENT NO. 2021RPULAR04
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of November 3, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment (LASAN) for Lincoln Park Neighborhood Green Street Network, 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: | CJ Caluag | Name: | Michael Scaduto |
| Address: | 11th Floor, PO Box 1460, Alhambra, CA 91802-1460 | Address: | 1149 S Broadway, 10th Floor, Mail Stop 1149-756, Los Angeles, CA 90015 |
| Phone: | (626) 458-4037 | Phone: | 213-485-3981 |
| Email: | CCALUAG@dpw.lacounty.gov | Email: | san.safecleanwater@lacity.org |

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

III. EXHIBITS INCORPORATED BY REFERENCE

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

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

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

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2021-2022 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 2021-22 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.

Los Angeles

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Board of Public Works

Date: _____

Upper Los Angeles River

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

Lincoln Park Neighborhood Green Street Network

By: _____

Name: Barbara Romero

Title: Director and General Manager

LA Sanitation & Environment

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

| End-of-Activity | | Every Third Fiscal Year | | |
|----------------------------------|--|--------------------------------|----------------------------|--|
| <u>Projected End Date</u> | <u>Audit Report Due to District</u> | <u>SIP Fiscal Year</u> | <u>Audit Period</u> | <u>Audit Report Due to District</u> |
| 1/15/2023 | No later than 10/31/2023 | 2021-22 | 7/1/2021 to 6/30/2024 | No later than 3/31/2025 |

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

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

B-7. Availability of Funds

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

7. Example:

| <u>Fiscal Year Transferred</u> | <u>Funds Lapse After</u> | <u>Extension Request Due</u> | <u>Commit By</u> |
|--------------------------------|--------------------------|------------------------------|-------------------------|
| 2021–22 | 6/30/2027 | No later than 3/31/2027 | No later than 6/30/2028 |

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

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

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

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

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

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

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

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

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

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

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

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

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

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

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

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ 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"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system | <ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system | <ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland |

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

1. Litter Control

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

2. Vegetation Maintenance

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

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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



Transmittal 7 (Exhibit A of the Transfer Agreement)

City of Los Angeles Safe Clean Water Program
Lincoln Park Neighborhood Green Street Network Project
Regional Scope of Work
FY 2021-22



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A-1. Budget Plan

For Fiscal Year 2021-2022 (FY21-22), the ULAR Watershed Area Steering Committee (WASC) voted to include the Lincoln Park Neighborhood Green Street Network (Lincoln Park Project or Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (WASC) that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years. The Project is scheduled to be completed by Fiscal Year (FY) 25-26. The total cost for this Project is estimated to be \$18,634,580. The amount of SCW Program contribution amount that was approved by the ULAR WASC in the Stormwater Investment Plan (SIP) on May 20, 2020 is shown below (Table 1A).

Table 1A. The SCW Program contribution for the Lincoln Park Project

| FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | TOTAL |
|--------------|--------------|--------------|--------------|--------------|--------------|
| \$ 3,726,916 | \$ 3,726,916 | \$ 3,726,916 | \$ 3,726,916 | \$ 3,726,916 | \$18,634,580 |

The City is committed to improving public health and the environment and will continue to seek additional sources of funding such as grants and leveraging internal resources to support this and other stormwater projects in the City. At this time, no additional funding is being provided as a cost share for this Project. The Project’s Budget Plan identifies the amount of Safe Clean Water Program (SCWP) Contribution for all phases and tasks included in the project’s work schedule. The 5-year Budget Plan for the Lincoln Park Project is shown in Table 1B.

Table 1B. Budget Plan for A-1

| Development Phase | SCW Funding per Fiscal Year | | | | | TOTAL |
|--|-----------------------------|-------------|--------------|--------------|--------------|---------------------|
| | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | |
| Planning | \$3,726,916 | | | | | \$3,726,916 |
| Design | | \$3,726,916 | | | | \$3,726,916 |
| Construction | | | \$ 3,726,916 | \$ 3,726,916 | | \$7,453,832 |
| Post Construction, monitoring, and optimization | | | | | \$ 3,726,916 | \$ 3,726,916 |
| Total | \$3,726,916 | \$3,726,916 | \$3,726,916 | \$3,726,916 | \$3,726,916 | \$18,634,580 |

A-2. Consistent with SCW Program Goals

The Lincoln Park Project presents an opportunity to positively impact the community surrounding the Project site while also achieving water quality and water supply objectives of the Safe Clean Water Program (SCWP) goals. The goal of this project is to improve water quality within the Upper Los Angeles River Watershed (ULAR). Other improvements include flood mitigation and habitat restoration. Improvements to the park will also improve the safety of the park and as well as improve community access through improvements to the lake. The green street network is where the project really provides direct benefits to the community: more than three miles of green streets through the Lincoln Heights neighborhood will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round.

The Project, as analyzed in this feasibility study, will implement 46 drywells to capture stormwater flow, plant 500 trees, install 16 vegetated medians and 1,100 parkway planters. The parkway planters, vegetated medians, and street trees will be added throughout the DAC area on Griffin Road, Mission Avenue, Main Street, Darwin Avenue, Barbee Street, and Mozart Street covering approximately 900,000 square feet (22 acres).

Capturing water will provide a local flood mitigation benefit. The drywells will be placed upstream of existing catch basins. The catch basins will be reconfigured to include a weir that directs flows to the drywell system for infiltration. Depending on the size of the storm event, if the drywell system is at capacity (assumed to be 0.5 cfs) flows will overtop the weir and flow into the storm drain system. Additional trees and vegetation being added by the project will also provide a water quality benefit to on-site runoff at the park and in Lincoln Heights neighborhood. The Lincoln Park Project will help meet the objectives of the Safe Clean Water Program. The SCW scoring evaluation, presented in the feasibility study (described below), outlines how this Project meets the SCW goals.

Water Quality-Cost Effectiveness

Water quality cost-effectiveness is the 24-hour capacity divided by the capital cost in millions of dollars. The volume required to remove at least 80 percent of the primary pollutant from the 24-hour 85th percentile storm, used to size the project's storage volume, is 46 AF and the Project's estimated construction cost is \$16,448,704. Consequently, 46 AF divided by 16.4 resulted in 2.8, which is above 1.0, achieving a score of 20 points, the maximum in this category.

Water Quality Benefits- Wet + Dry Weather

The drywells will provide both a downstream water quality benefit and a water supply benefit by taking water from the surface streets and routing it for infiltration into underground aquifer. The project modeling was conducted to determine benefits from reductions in pollutant loading into the environment. The project removes 86 percent of Zinc (primary pollutant) and 100 percent of

trash from the surface runoff through the use of 46 drywells during a storm event. This results in a score of 30 points, the maximum in this category.

Water Supply Cost

This category examines the total life-cycle cost per AF of stormwater/urban runoff volume captured for water supply. The estimated total annualized life-cycle cost for the project \$10,921 AF/year, which is over the \$2,500/AF, resulting in zero points in this category.

Water Supply Benefit

For this category, project features were entered into the WMMS model, and a 10-year simulation period between water years 2009 through 2018 was conducted to find the annual average capture of 76.84 AF. This score is over 25 AF per year but less than 100, resulting in a score of 2 points in this category.

Community Investment

The Los Angeles County SCW Program Guidelines define a community investment benefit as "a benefit created in conjunction with a Project or Program" and provide a list of benefits that would qualify for points. The following are the community investment benefits that the Project will create.

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.

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

The project will restore and enhance the park through improvements around the lake edge, a new California friendly garden new educational signage and maintenance to the monuments in the park. Additional landscaping for the project will also encourage communities of insects and birds to frequent the park and the adjacent neighborhood. Overall improvements to the park will also benefit the community at large.

3 – Improve Public Access to Waterways

The project will not improve access to waterways.

4 – Enhanced Recreational Opportunities

The project will significantly enhance recreational opportunities for the public at the park by improving the aesthetics of the park and repairs to the monuments. Educational features coming to the park will add a new educational component for people to enjoy. The new landscaping in the Lincoln Heights neighborhood will improve aesthetics and the experience for walkers, runners and sight seers in the neighborhood.

5 – Greening of Schools

The project includes greening of schools using California native vegetation at 3 different school sites.

6 – Reducing Heat Island Effect and Increasing Shade

The project's landscaping elements, including an additional 500 trees, will provide additional shade for the public and help reduce the heat island effect.

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

The project will add 500 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.

This project provides 6 out of the 7 distinct community investment benefits for an overall score of 10 points, the maximum in this category.

Nature Based Solutions

The overall project score for this category is 10 points.

1 – Natural Processes/Mimics Natural Processes

The dry wells will use the natural process of infiltration to filter and capture water for water supply. The trees and other landscaping will improve air quality through the natural processes of plant respiration and photosynthesis. Bioswales around the lake will naturally uptake nutrients in the runoff. Thus, this subcategory scores 5 points.

2 – Utilizes Natural Materials

The project will use largely native California vegetation and soils in the landscaping and park features. Thus, this subcategory scores 5 points.

3 – Removes Impermeable Area from Project

The project will not remove over 20% of the impermeable area in the project area, therefore 0 points in this subcategory.

Leveraging Funds and Community Support

No cost share has been identified for this project, resulting in a score of 0 points. A community meeting was held February 11, 2021 and the project was well received and embraced by the community and the nonprofits in the park as 9 support letters have been received after the submission of the project application into the SCW module.



Quantitative Target and Corresponding Metrics

For the community, this Project represents a once-in-a-generation opportunity to combine environmental benefits (water quality/water supply) with flood mitigation and community enhancement through green infrastructure. The SCW scoring evaluation outlines how this Project meets the SCW Program goals. The total score for the project was 72 points. Table 2 below shows the quantitative targets and corresponding metrics information for this water quality Project.

The Project, as analyzed in this feasibility study, will implement 46 drywells to capture stormwater flow, plant 500 trees, install 16 vegetated medians and 1,100 parkway planters.

Table 2. Quantitative Targets and Corresponding Metrics

| SYSTEM TARGETS AND METRICS | | | |
|--------------------------------|---------------------------------------|-------------------------------|----------------------------|
| Metric Name | Quantitative Target | Value for Quantitative Target | Estimated Achievement Date |
| Promote Shade and Wellness | Number of Trees planted | 500 | June 30, 2026 |
| Promote Community Greening | Number of Parkway Planters Installed | 1,100 | June 30, 2026 |
| Promote Community Greening | Number of Vegetated Medians Installed | 16 | June 30, 2026 |
| Flood Control and Water Supply | Number of Drywells Installed | 46 | June 30, 2026 |



A-3. Estimated Reasonable Total Activity Cost

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

Table 3. Detailed Cost Estimate

| ACTIVITY COST FOR ALL PHASES | |
|-------------------------------------|---------------|
| Tasks | Cost |
| Planning | \$ 655,762 |
| Design | \$ 1,530,113 |
| Construction | \$ 16,448,705 |
| Total Project Cost | \$ 18,634,580 |

A-4. Funded Activity Description and Scope of Work

The Lincoln Park Neighborhood Green Street Network Project is a proposed regional project led by the City of Los Angeles Sanitation and Environment (LASAN) in partnership with the City of Los Angeles Recreation and Parks Department (RAP) to implement a regional multi-benefit stormwater project in Lincoln Park and the adjacent neighborhood. The goal is to improve water quality to the Lincoln Heights neighborhood (Upper Los Angeles River Watershed) and Lincoln Park Lake. The project site begins at Lincoln Park which is located near the intersection of Valley Boulevard and Mission Road (3501 Valley Blvd, Los Angeles, CA 90031) in the Lincoln Heights Neighborhood of Los Angeles, Council District 1 (Latitude: 34°04'00.47" N, Longitude: 118°12'01.34" W), and extends into the neighboring streets to the west of the park. Lincoln Park is home to the Plaza de la Raza Theatre, The Wall Las Memorias AIDS Memorial, and a statue of Florence Nightingale, along with walking paths and recreational facilities. Other improvements include flood mitigation and habitat restoration. Improvements to the park will also improve the safety of the park and as well as improve community access through improvements to the lake. However, the green street network is where the project really provides direct benefits to the community: more than three miles of green streets through the Lincoln Heights neighborhood will improve air quality and provide aesthetically appealing green spaces for residents to enjoy year-round. Additional trees through the neighborhood will provide shade, reduce the heat island effect and cool the area for pedestrians and people engaged in active recreation. The 46 drywells will be largely invisible from the surface (aside from a few covered access holes), but will reduce flooding, especially during significant storm events. Collectively, these improvements will be a newer, fresher, and greener start to this neighborhood, all without displacing any residents or businesses. The project will also have an educational component. The green street elements will have educational signage that forms a virtual path from schools in the area to the park. With these signs, students and other community members can follow the green corridors and learn about water along the way, ultimately arriving in the park to learn about the history of the area and to engage with the various monuments inside it. Figure 4A shows a location map for the project with key features highlighted.

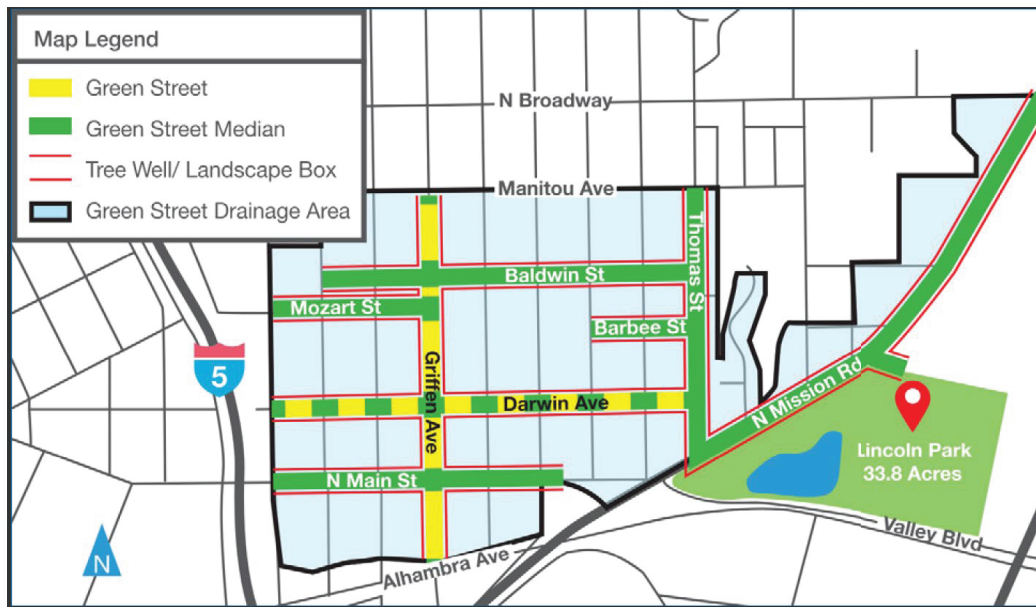


Figure 4A. Lincoln Park Project Overview

This Lincoln Heights neighborhood is designated as a disadvantaged community (DAC) by the SCW Program GIS Tool. A disadvantaged community 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 area was also hard hit by the Covid-19 pandemic, with the unemployment rate increasing from an average of 7.6 percent in 2019 to over 20 percent by the middle of 2020, compared to an average unemployment for the City of Los Angeles in 2019 of 4.5 percent. This area was already struggling compared to the City as a whole. Although we cannot change history, we can take bold action to create a different future.

Relevant EWMP, TMDLs, and Compliance Metrics

The proposed project will improve water quality in Lincoln Park Lake, which is listed as an impaired water body and is subject to TMDL-related monitoring by the USEPA Region 9, Los Angeles Area Lakes TMDL (USEPA, 2012). Lincoln Park Lake is listed for ammonia, eutrophication, lead, odor, organic enrichment/low dissolved oxygen, and trash. The Lincoln Heights neighborhood is located in the ULAR watershed, which is subject to multiple TMDLS as identified in the ULAR Enhanced Watershed Management Plan (EWMP):

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

The project area is included in the ULAR Enhanced Watershed Management Program (EWMP), identified as Subwatershed No. 639449 in its recipe for compliance, which will help the watershed address water quality and meet its compliance targets. The proposed project will attempt to address these TMDLs while also capturing stormwater for infiltration and increased water supply.

Capture Area Details

The project's watershed capture area is the park itself and the section of the Lincoln Heights neighborhood immediately to the west of the park. The full drainage area of the project is approximately 195 acres, including the park and the adjacent neighborhood. The lake has a volume of approximately 19.6 acre-feet and is artificially filled with approximately 30.8 acre-feet of water per year.

The terrain of Lincoln Park is generally flat, with the entire park area having a steep incline on the eastern border. The terrain generates multiple drainage areas that contribute to the watershed that all ultimately drain toward the lake in the center of the park. Figure 4B shows the terrain of Lincoln Lake Park. The park has a total area of approximately 38.7 acres. Per the Los Angeles County Soil Type open data, the park's soil is classified as loam, and the area to be enhanced with the green street elements is a mix of loam transitioning to fine sandy loam.

The area of Lincoln Heights to the west of the park is densely developed, with a mix of residential, commercial, and other uses such as schools and churches. The area is bounded by Manitou Avenue to the north, Daly Street to the west, North Main Street to the south, and North Mission Road to the east. Areas of impermeable surfaces, such as roofs, concrete, or asphalt, directly contribute to stormwater runoff in the watershed. Areas of loose dirt and turf grass encourage infiltration and reduced runoff volumes during storm events. See Figure 4C for an aerial view of the Lincoln Heights area.



Figure 4B. Lincoln Park Topography

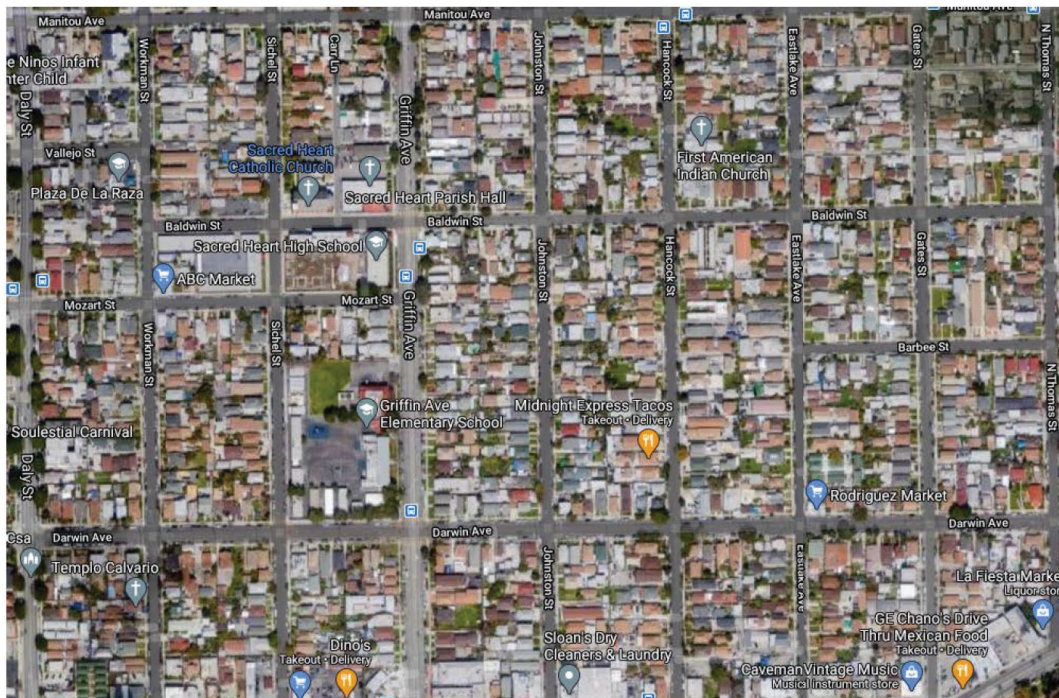


Figure 4C. Lincoln Heights Neighborhood

Event Based Hydrology

Because all of the runoff from the park drains into the Lincoln Park Lake and capture opportunities were limited due to the need to maintain open space and park functions, this analysis is focused on the Green Street Area of the Lincoln Heights Neighborhood and not just the park alone. For the Green Street Area, runoff and pollutant loads were modeled using the Watershed Management Modeling System (WMMS) from the Los Angeles County Flood Control District. Hydrologic response units (HRUs) from WMMS, which represent combinations of land use, land cover, slope, and soils, were intersected with the project capture areas. The distribution of HRUs within a capture area drive the runoff characteristics. The HRUs for each capture area and the 20-year precipitation timeseries were used in the WMMS watershed model (LSPC) to estimate runoff and pollutant load timeseries that represent inflow into the dry wells. Figure 4D shows the HRUs for the project and Table 4 summarized land use.

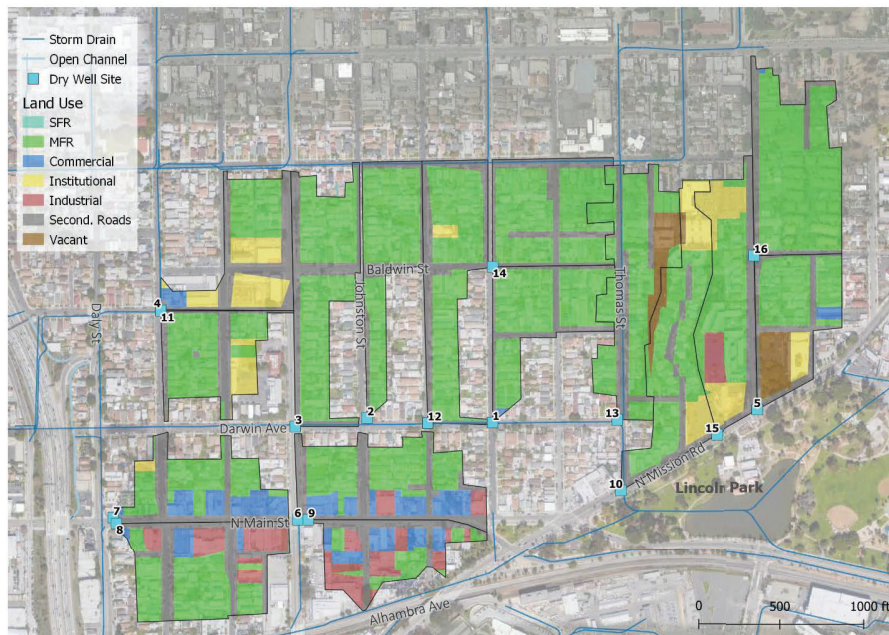


Figure 4D. Project Drainage Areas (Lincoln Heights)



Table 4. Land use Summary

| Land Use | Area (acres) | Imperviousness |
|-----------------|--------------|----------------|
| Residential | 91.0 | 55.2% |
| Commercial | 8.0 | 89.1% |
| Institutional | 9.9 | 81.0% |
| Industrial | 6.9 | 85.8% |
| Secondary Roads | 37.3 | 64.8% |
| Vacant | 3.7 | 0.0% |
| Total | 156.8 | |

The WMMS stormwater capture model (SUSTAIN) was used to model dry well performance, using the LSPC runoff and pollutant load timeseries as input. SUSTAIN simulates the physical processes and resulting stormwater capture and pollutant reduction. Dry well units were represented with storage provided by a 4-foot diameter, 12-foot deep chamber with constant 0.5 cfs drawdown. Each site was modeled five times with an incremental increase in the number of dry well units (1 to 5 units). This approach was used to determine the number of dry wells needed to achieve 80% zinc load reduction at each site. Zinc was used for the evaluation because it is the limiting pollutant in the EWMP. The modeled average annual inflow volume to all dry well sites was 83.3 acre-feet (AF) per year over the 20- year simulation period. The average annual zinc load to all dry well sites was 49.5 pounds (lbs.) per year over the 20-year simulation period. A total of 46 dry wells will be needed to achieve 80% zinc load reduction at each site. The cumulative stormwater capture and infiltration is 76.8 AF per year (92% volume capture) and zinc load reduction is 42.8 lbs. of zinc per year (86% zinc reduction).



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

The operations and maintenance plans (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), shall be used as guidance for the design specifications and general maintenance for distributed green infrastructure in the City of Los Angeles.

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

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 and, ultimately, the EWMP are implemented effectively, O&M plans must include a regular schedule for project inspection, a project-specific log detailing the required O&M needs of the project, and standard operating procedures for implementing the O&M. Example O&M Plans for BMP components similar to the project are provided below in Table 5.

Table 5. Typical O&M Activities

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



A-6. Post-Construction Monitoring

The monitoring program is divided into three phases: Baseline monitoring, Project Effectiveness monitoring, and Long-term O&M monitoring.

Baseline (pre-construction) Monitoring

Baseline data will be obtained to inform the design and planning of the project and will identify any factors that will present a challenge to water quality goals. This phase of monitoring is scheduled for two years. Two locations will be established for monitoring: one in the middle of the lake and the second near the proposed constructed wetlands treatment area (North-east Lake). At each monitoring location, a buoy containing a multi-parameter sonde and telemetry equipment will provide continuous and remotely accessible water quality data. Lake water column samples will be analyzed on a quarterly basis for nutrients and general water quality parameters listed in Table 6B. Algae identification and quantification will be monitored monthly. Baseline data will be compared to applicable TMDL numeric targets for Lincoln Park Lake provided in Table 6A. Additionally, the data will be used to graphically identify baseline water quality conditions and trends of the lake.

Table 6A. TMDL Nutrient-Related Numeric Targets for Lincoln Park Lake

| Parameters | TMDL numeric target |
|----------------------|---|
| Ammonia | 1.32 mg-N/L acute (one-hour) 0.91 mg-N/L four-day average 0.36 mg-N/L chronic (30-day average) |
| Chlorophyll <i>a</i> | 20 µg/L summer average (May– September) and annual average |
| Dissolved Oxygen | 7 mg/L minimum mean annual concentrations and 5 mg/L single sample minimum except when natural conditions cause lesser concentrations |
| pH | The pH of inland surface waters shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharges. Ambient pH levels shall not be changed more than 0.5 units from natural conditions as a result of waste discharge. Basin Plan) 6.5 – 9.0 (EPA’s 1986 Recommended Criteria) |
| Total Nitrogen | 0.88 mg-N/L summer average (May – September) and annual average |
| Total Phosphorous | 0.088 mg-P/L summer average(May – September) and annual average |

Note: All parameters must meet target levels at half the Secchi depth. DO and pH must meet target levels from the surface of the water to 0.3 meters above the lake bottom.

Long-Term O&M Monitoring

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 for this phase will rely on real-time continuous monitoring systems and will include monthly algae identification and site observations. This monitoring phase will include the following elements:

1. Regular maintenance and equipment updates for items such as but not limited to Real-time monitoring systems, multi-parameter sondes, buoys, pump monitors, aeration/recirculation pumps, weather station, boats, and field tablets.
2. Monthly routine site visits for observations and photographs to document vital systems, lake conditions, wildlife and invasive species, presence of excessive trash, activities at the park, etc. Grab sampling of water column parameters will be conducted as needed.
3. Monthly algae identification and quantification to assess the algae species present in the lake and their relative abundance over time. Data from this component will be assessed alongside data from the real-time monitoring system, so that environmental factors (rainfall, water temperature, sunlight, etc.) can be linked to algae blooms and related disturbances to water quality. Over time, this information will provide meaningful feedback to operations staff, and will enable lake managers to take a proactive approach to maintaining water quality.
4. Maintenance contract for real-time monitoring systems to ensure that systems are functioning properly. This includes instrument calibrations and quality control checks, troubleshooting and repairs as needed, and acquisition of miscellaneous hardware and accessories, etc.
5. Comprehensive reporting program and stakeholder advisory group. Monitoring staff will prepare data summaries and annual reports for distribution to a stakeholder advisory group. This annual report will track water quality trends over time, assess compliance against water quality objectives, and discuss recurring maintenance issues that need to be addressed, along with recommended approaches.



Table 6B. Monitoring Frequency of Lincoln Park Lake Project

| Parameters | Baseline Monitoring (2 years) Annually | Project Effectiveness Monitoring (3 years) Annually | Long-term O&M Monitoring |
|--|--|--|---------------------------|
| Nutrients (nitrate, nitrite, organic nitrogen, ammonia, total nitrogen, total phosphorous, ortho-phosphate, chlorophyll <i>a</i>) | Quarterly | Quarterly | As needed |
| TSS and TDS | Quarterly | Quarterly | As needed |
| Algae Identification | Monthly | Monthly | Monthly |
| Field water quality parameters and observations | Frequency is equal to the number of times a site is visited for monitoring | Frequency is equal to the number of times a site is visited for monitoring | Monthly Observations only |

Project Effectiveness (post-construction) Monitoring

Project Effectiveness monitoring will provide insight to the efficiency of the treatment BMPs in meeting project goals. This monitoring will assist in the optimization of the project for Long-term O&M. Monitoring at the two locations established during Baseline monitoring will continue through this phase for a duration of three years. Lake water column samples will be analyzed on a quarterly basis for nutrients and general water quality parameters listed in Table 6B. Algae identification and quantification will be monitored monthly in conjunction with site observations of the lake surroundings/constructed wetlands. The data will be compared to applicable TMDL numeric targets for Lincoln Park Lake provided in Table 6A. Additionally, the data will be used to graphically identify the trends in water quality improvements over time as accomplished by 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. ISI is a not-for-profit education and research organization founded by the American Public Works Association, the American Council of Engineering Companies, and the American Society of Civil Engineers. Envision supports higher performance through more sustainable choices in infrastructure development. The framework provides a flexible system of criteria and performance objectives to aid decision makers and help project teams identify sustainable approaches during planning, design, and construction that will carry forward throughout the project’s operations and maintenance and end-of-life phases. Using Envision as a guidance tool, owners, communities, designers, contractors, and other stakeholders are able to collaborate to make more informed decisions about the sustainability of infrastructure. At this time, the City has not applied for ISI verification for the Project consequently, there’s no final score or an award level from Envision. Once the Project goes into the design phase, the City will make a determination on whether to proceed with the Envision certification application.

A-8. Stakeholder and Community Outreach/Engagement Plan

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

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

Before engaging with the community at large, the Project team will meet with key elected officials to determine the type of community outreach, engagement and input desired from the community as well as the best methods to use to successfully outreach to and engage with the community. From those initial meetings, a customized approach will be developed that provides space and opportunities for community input and engagement.

Potential Project Benefits and Concerns

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

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

- **Flood Mitigation** - Residents and businesses will experience reduced flood hazards to the street and private property, enhanced safety to motorists and pedestrians during storm events and improved access that might otherwise be impeded during storm events.
- **Water Quality/Supply** - Through the installation of 46 dry wells that have the capacity to capture 77 acre feet of water/year, the Project will result in environmental benefits associated with improved water quality, enhanced local water supplies and increased sustainability through the use of drought-tolerant landscaping and innovative infrastructure for stormwater capture.
- **Aesthetic Enhancements** - The addition of 1100 parkway planters, 16 vegetated medians and 500 street trees with a focus on California natives in new medians as well as improved sidewalk areas will create a more aesthetically pleasing environment and a more walkable neighborhood, reduce the heat island effect, improve air quality and create habitat for wildlife.



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

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

- **New Medians** - Local businesses and residents may raise questions and concerns about where the new medians are to be placed and whether they will impede access to their properties/businesses or alter the traffic patterns in the area.
- **Sidewalk Project Elements** - Adjacent property owners and business owners may have questions about who will be responsible for maintaining the biofiltration and green infrastructure sites on the sidewalk. They could also raise liability issues and concerns about the new infrastructure.
- **Construction Impacts** - Constructing the project elements, especially the excavation needed to install the median islands within the roadway will impact local traffic, especially during morning and afternoon rush hour as well as access to residential and apartment communities. These logistical challenges will need to be addressed with the community during construction.
- **Environmental Impacts** - As part of outreach efforts, the team will prepare talking points that explain measures LA Sanitation and Environment will implement such as, dust control measures during construction or limits on the idling of construction vehicles.
- **Displacement** - While the Project will not remove any existing structures (commercial or residential), there is a sizable unhoused population e.g. tents, directly in the park.. These residents will be displaced in order to implement the Project Improvements. The outreach strategy will engage appropriate City of LA agencies and non-profit partners to work with this community to ensure that they receive the services they need with the goal of getting them into bridge or permanent supportive housing.
- **Gentrification** - While no single project is a cause or a predictor of gentrification, the project team will be prepared to address this, should community members raise it as a concern. Much of the community surrounding the Project area is considered Disadvantaged or Severely Disadvantaged according to US Census data. In these neighborhoods, public works projects will often generate concerns about gentrification and other changes to the fabric of the community. The outreach approach will be sensitive to these concerns and incorporate mechanisms to provide community members a forum to positively channel their concerns. There is likely to be a high number of renters in the community impacted

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

Project Onset

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

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 Gilbert Cedillo's office (Council District 1) to schedule a site visit at the Project location and seek input from Council staff regarding the following:

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

The Project team will extend a courtesy briefing invitation to Los Angeles Mayor Nury Martinez, 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 1, 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.

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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

The Lincoln Park Neighborhood Green Street Network project, located in the Upper Los Angeles River Watershed, will implement features that will provide water quality improvements through stormwater infiltration, flood mitigation and community enhancement. These project elements consist of:

- dry wells for stormwater infiltration
- Dredging of nutrients and the addition of bioswales at Lincoln
- Park Lake parkway planters, vegetated medians and street trees for community enhancement

Wet Weather Water Quality Benefits

As stated in Section A-2, this project will have BMP capacity of 46 acre feet. Resulting in a removal of more than 80% of primary pollutants and the removal of more than 80% of second-class pollutants. The infiltration system proposed will remove 85% percent of a primary class pollutant, zinc, and 100 percent of a secondary class pollutant, trash.

This benefit will be measured throughout the project by placement of flow meters in strategic project areas determined during the design phase. Flow measurements will verify that 46 acre feet has been managed through the project BMPs ensuring pollutant removal.

Water Supply Benefits

As stated in Section A-2, this project will provide a yearly additional water supply volume of 76.84 acre-feet per year. The diverted stormwater will enter project BMPs, such as drywells, for groundwater recharge or surface BMPs, such as green swales, for to displace potable water demand or groundwater recharge.

This benefit will be measured throughout the project by placement of flow meters in strategic project areas determined during the design phase. Flow measurements will verify that 76.84 acre-feet per year has been managed through the project BMPs ensuring the water supply benefit.

Community Investments Benefits

As stated in Section A-2, The Project will provide three (3) community investment benefits: the addition of street trees, native drought-tolerant landscaping, and the construction of a storm drain.

The benefits of the additional trees and placement of native vegetation will be measured by the annual review of operation and maintenance (O&M) records. The O&M records will record both the activity to maintain the number of trees and native vegetation within the project but also if replacements were needed to maintain the baseline number of trees and native vegetation. The benefit, or effectiveness, of the storm drain systems will be measured by assessing the annual flooding complaints captured by the City's Bureau of Engineering Storm Drain design division.



A reduction of flooding complaints within the project footprint or adjacent will relay a positive result.

Nature-Based Solutions

As stated in Section A-2, the project will incorporate BMPs such as infiltration drywells and infiltration planters throughout the entire project site.

This benefit, as stated above, will be measured by measuring the flow captured by the project to attain the water quality and water supply benefits. Satisfactorily meeting the design flows will indicate the effectiveness of these BMPs; therefore, measuring the success of the nature based solutions.

Leveraging Funds and Community Support

As stated in Section A-2, the project will seek leverage funding. This benefit will be measured at the completion of the project when all costs are accounted for. A surrogate for community support benefits will be the number of flooding complaints received annually as well as the O&M records demonstrating the number of occurrences above the routine maintenance schedule.



A-10. Work Schedule and Completion Date

The preliminary implementation schedule for the Lincoln Park Neighborhood Green Street Network Project is included in Table 10. The project phases are outlined by fiscal year, and O&M is assumed to be for a 50-year project useful life. The project schedule is provided in Table 10.



Table 10. The Preliminary Project Schedule for the Lincoln Park Neighborhood Green Street Network Project (Bar Chart)

| Phase | FY 2021/22 | | | FY 2022/23 | | | FY 2023/24 | | | FY 2024/25 | | | FY 2025/26 | | | |
|--------------|------------|---------|---------|------------|---------|---------|------------|---------|---------|------------|---------|---------|------------|---------|---------|---------|
| | 2021 | | 2022 | 2022 | | 2023 | 2023 | | 2024 | 2024 | | 2025 | 2025 | | 2026 | |
| | JA S | ON D | JF M | AM J | JA S | ON D | JF M | AM J | JA S | ON D | JF M | AM J | JA S | ON D | JF M | AM J |
| Planning | | | | | | | | | | | | | | | | |
| Design | | | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | | | |

Abbreviations and Acronyms

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

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF LOS ANGELES, LA SANITATION AND ENVIRONMENT (LASAN)
AGREEMENT NO. 2021RPULAR05
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of November 2, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Los Angeles, LA Sanitation and Environment (LASAN) for Broadway-Manchester Multi-Modal Green Streets Project, hereinafter referred to as "Recipient."

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

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

| | | | |
|---|---|------------|---|
| Los Angeles County Flood Control District | | Recipient: | |
| Name: | CJ Caluag | Name: | Michael Scaduto |
| Address: | 11th Floor, PO Box 1460, Alhambra, CA 91802-1460 | Address: | 1149 S Broadway, 10th Floor, Mail Stop 1149-756, Los Angeles, CA 90015 |
| Phone: | (626) 458-4037 | Phone: | 213-485-3981 |
| Email: | CCALUAG@dpw.lacounty.gov | Email: | san.safecleanwater@lacity.org |

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

III. EXHIBITS INCORPORATED BY REFERENCE

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

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

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

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

- A. The District shall disburse the SCW Program Contribution for the 2021-2022 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 2021-22 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.

Los Angeles

City of Los Angeles

By: _____

Name: Greg Good

Title: President, Board of Public Works

Date: _____

Upper Los Angeles River

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

Broadway-Manchester Multi-Modal Green Streets
Project

By: _____

Name: Barbara Romero

Title: Director and General Manager
LA Sanitation & Environment

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

| End-of-Activity | | Every Third Fiscal Year | | |
|----------------------------------|--|--------------------------------|----------------------------|--|
| <u>Projected End Date</u> | <u>Audit Report Due to District</u> | <u>SIP Fiscal Year</u> | <u>Audit Period</u> | <u>Audit Report Due to District</u> |
| 1/15/2023 | No later than 10/31/2023 | 2021-22 | 7/1/2021 to 6/30/2024 | No later than 3/31/2025 |

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

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

B-7. Availability of Funds

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

7. Example:

| <u>Fiscal Year Transferred</u> | <u>Funds Lapse After</u> | <u>Extension Request Due</u> | <u>Commit By</u> |
|--------------------------------|--------------------------|------------------------------|-------------------------|
| 2021–22 | 6/30/2027 | No later than 3/31/2027 | No later than 6/30/2028 |

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

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

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

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

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

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

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

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

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

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

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

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

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

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

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

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

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

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ 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"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system | <ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system | <ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands ● Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland | <ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland |

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

1. Litter Control

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

2. Vegetation Maintenance

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

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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



Transmittal 8 (Exhibit A of the Transfer Agreement)

City of Los Angeles Safe Clean Water Program Broadway-Manchester Multi-Modal Green Streets Project Regional Scope of Work FY 2021-22





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A-1. Budget Plan

For Fiscal Year 2021-2022 (FY 21-22), the Upper Los Angeles River (ULAR) Watershed Area Steering Committee (WASC) voted to include the Broadway-Manchester Multi-Modal Green Streets Project (Project) into the Regional Infrastructure Program and the 5-year Stormwater Investment Plan (SIP). The SIP is an annual five (5) year plan developed by each WASC that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program. The purpose of the SIP is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The Project is scheduled to be completed in FY 24-25. The total cost for this Project is estimated to be \$15,646,000, which includes \$3,927,000 of secured leverage funding from a previously awarded grant through the Caltrans Active Transportation Program (ATP) (Table 1A).

Table 1A. Summary of Leveraged Funds for the Project

| Type | Source | Amount | Status | Activity Description |
|-------------|--------------|-------------|---------|--|
| Grant Award | Caltrans ATP | \$3,927,000 | Awarded | Construction work including Site preparation, catch basins, and some landscaping |

The amount of SCW Program contribution amount that was approved by the ULAR WASC in the SIP on June 17, 2021 is shown below (Table 1B).

Table 1B. The SCW Program contribution for the Project

| FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | TOTAL |
|-----------|-------------|-------------|-------------|--------------|
| \$886,000 | \$4,000,000 | \$4,000,000 | \$2,833,000 | \$11,719,000 |



The Project’s Budget Plan identifies the amount of Safe Clean Water Program (SCWP) Contribution for all phases and tasks included in the project’s work schedule. The Budget Plan for the Project is shown in Table 1C.

Table 1C. Budget Plan for A-1

| Development Phase | SCW Funding per Fiscal Year | | | | |
|-------------------|-----------------------------|--------------------|--------------------|--------------------|---------------------|
| | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | TOTAL |
| Design | \$886,000 | | | | \$886,000 |
| Construction | | \$4,000,000 | \$4,000,000 | \$2,833,000 | \$10,833,000 |
| TOTAL | \$866,000 | \$4,000,000 | \$4,000,000 | \$2,833,000 | \$11,719,000 |



A-2. Consistent with SCW Program Goals

The Broadway-Manchester Multi-Modal Green Streets Project provides an opportunity to integrate stormwater management, mobility, and equity that is both intentional and resourceful. The Project was envisioned by the community and integrates with the Active Transportation Program (ATP) funded bicycle infrastructure, pedestrian safety improvements, improved transit connections, and public spaces to create a safe, green, and vibrant neighborhood in line with the goals of the Safe Clean Water Program (SCWP). The Project will include stormwater BMP elements alongside the ATP improvements to accomplish stormwater quality compliance, provide water supply benefits, and realize community investment and environmental sustainability benefits consistent with the SCWP goals and mission. The Project, as analyzed in the Feasibility Study Report, will implement parkway bioswales to capture runoff from small storms, surface diversion, pretreatment, infiltration, and retention in storage to capture runoff up to the 85th percentile 24-hour storm, and treatment of the stored water for street median and parkway landscape use. The mechanisms that will be used to achieve the SCW Program Goals will be verified during the design phase.

Water Quality Benefits

The Project is part of Compton Creek drainage, which falls within the Upper Los Angeles River Enhanced Watershed Management Program (EWMP). The Project is designed to capture runoff from the 85th percentile 24-hour storm event, with long-term modeling showing the Project reduces pollutant load by 81%.

The Project improves flood risk mitigation upstream by moving stormwater through a series of curb inlets into a distributed system of bioswales running along the entire 2.8-mile length of the project area.

Any excess runoff will be diverted through new inlets and/or systems where the stormwater will be captured in underground storage distributed throughout the project. Based on the Feasibility Study, the Project is expected to capture 100.1 acre-feet of stormwater per year. 28.8 acre-feet will be captured and treated to be reused within the corridor for landscaping irrigation, and the remaining 71.3 acre-feet will be discharged as drawdown to the sanitary sewer for recycled water production at the Los Angeles County Joint Water Pollution Control Plant (JWPCP).

The Project features were entered into the Watershed Management Modeling System (WMMS) and the module showed a 10-year pollutant reduction of 100% for both Zinc, the primary pollutant, and Bacteria, the secondary pollutant.

The Project scored 41 out of the total possible 50 points available for the Water Quality Wet + Dry Weather Section.



Water Supply Benefits

During storm events, stormwater is captured, treated, and stored in underground storage. The treated stored water is used for Project landscape irrigation during dry weather. Based on the 30-year daily water balance simulation, the Project is expected to supply an average of 28.8 acre-feet of water for the landscaping irrigation demand throughout the Project area.

Any drawdown is discharged to sanitary sewer which flows to the Los Angeles County JWPCP where it will be used for recycled water production. Based on the 30-year daily water balance simulation, the project discharges an average of 71.3 acre-feet to the sewer system for recycled water production.

The feasibility study investigated temporal patterns in dry weather urban runoff, monitored at four southern California catchments areas ranging from 1 km² (247 acres) to 487 km² (120,000 acres) over a 5-month period. Based on the results, the dry weather flow for the project is estimated at about 220 gpd (0.00034 cfs).

The Project scored 5 out of the total possible 25 points available for the Water Supply Section.

Community Investment

The Project is located in South Los Angeles and is currently considered habitat poor. After decades of disinvestment in this community, much of the land has been developed only for industry, commercial, and residential use, resulting in limited park space and a large portion of the land being covered with impermeable surfaces or lawns. The lack of green space has limited the project area's ecological function, as it has limited natural materials to support habitat and migration for Los Angeles' wildlife communities. A goal of this project is to support wildlife movement through the project corridors, offering planting palettes suitable to support the ecological needs for species living in the LA basin, especially pollinating species such as bees, butterflies, and birds.

The project aims to use underutilized spaces within the public right-of-way and convert them into green corridors that serve the recreational and cultural needs of the community. The greater vision for greening these corridors is to plant parkways, buffer bicycle lanes with plantings, line the streets with trees, and widen the center median so that it acts as linear park space that the community can access via pedestrian paths. This area is historically park-poor and severely disadvantaged. The project strategy is to reconstruct the public right-of-way with green infrastructure that harvests stormwater, utilize best management stormwater practices, plant trees that sequester carbon from the air and install drought-tolerant California native plants that can prevent rainwater runoff while providing habitat and food to pollinators. The widened medians that run on Broadway will act as a green spine along these corridors, and function as linear park space, as these will be up to 48' wide in some instances. These medians will be lined with green space of varying size and programming, incorporating large Oaks with wide canopies. Large trees throughout the green corridors will provide a comfortable pedestrian and bicycle experience as



community members walk and bike to local transit connections and neighborhood destinations. Additionally, the community partnership that the City of LA has fostered has been the consistent backbone of the design effort to transform this area, that provides residents, in particular, youth, with safe and accessible public spaces.

Approximately 9,000 school children attend the 14 schools within the Broadway-Manchester Multi-Modal Green Streets Project area. This project will convert existing turf and concrete parkways into stormwater planters at four (4) identified school locations along the Broadway and Manchester corridors. These converted parkways will be planted with natives and California-friendly vegetation and feature educational signage informing students about the lively interdependence of water, flora, and the fauna it attracts, inspiring environmental stewardship.

In addition, based on preliminary design plans, the combination of the widened medians with the new parkways and bioswales along the project corridor will result in the removal of an estimated 255,000 SF of impermeable surface which will reduce the urban heat island effect and minimize the impacts of extremely hot days. Reducing the heat island impact on the local disadvantaged communities is a high priority for the Project given the future implications of climate change. Overall, the project proposes to plant 843 new trees. The relative increase of shade is anticipated to be from 1,000,000 to 2,380,000 SF compared to its existing shade coverage.

The Project will compel the community to walk to their destinations or to transit connections because their routes will now be shaded and enhanced with plantings, as well as protected and separated from vehicular traffic. As more people opt to walk and utilize the bike lanes instead of driving, there will be fewer greenhouse gases produced, improving the air quality for the neighborhood.

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

Nature-Based Solutions

The Project proposed to integrate natural processes through landscaped bioswales in parkways, planted medians, planted curb extensions, and planted bike buffers. These elements will mimic natural systems by using stormwater best management practices that minimize water runoff and maximize the use of captured rainwater for landscape irrigation reuse after a rain event. The project captures and stores the 85th percentile of stormwater runoff during a 24-hour period from a 205-acre drainage area. A portion of the captured water is treated and used for irrigation of the landscaping in the parkways and medians to offset potable water use.

Adjacent green infrastructure in parkways will include bioswale planters that will also capture stormwater during a storm event and retain it within the planter as it slowly infiltrates into the groundwater system. The parkways will be planted with California native and California-friendly



plants that can handle seasonal standing water and that can withstand the heavy metals and pollutants that stormwater collects from the roadways.

This project’s proposed planting of an additional 843 trees, including Coast Live Oaks, will provide much-needed habitat to local birds and small animals that have largely abandoned heavily developed urban areas. The medians will be heavily planted with large-scale trees and understory plantings, transforming it into a linear park, inviting many natural processes with the introduction of a California-friendly and California native plant palette. This will encourage pollinators such as birds, bees, and butterflies, to feed in, reproduce in, and live in these newly planted areas.

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

Leveraging Funds and Community Support

The Project is the culmination of several City-led outreach and engagement efforts for the Broadway-Manchester corridors including: the Manchester Beautiful Streetscape Project, the Broadway-Manchester Active Transportation Equity Project, and the Manchester-Broadway Our Way Safety Project. Across the engagement for these City-led efforts, the community consistently advocated and strongly desired a holistic design approach that incorporated stormwater and green infrastructure elements as part of their big vision for Broadway-Manchester.

This transformative project originated as a response to decades of community pressure to address the high incidence of traffic fatalities and environmental health hazards in this area of South Los Angeles. Following the strong response from the public in support of improvements along Broadway-Manchester, a robust community engagement process began. The City was successful in securing funds through the Active Transportation Program (ATP) Cycle 4 for the bicycle and pedestrian safety improvements.

The Project scored 7 out of the total possible 10 points available for the Leveraging Funds Section.

Quantitative Target and Corresponding Metrics

For the community, this Project represents a once-in-a-lifetime opportunity to combine environmental benefits with community enhancements through green infrastructure. The SCW scoring evaluation outlines how this Project meets the SCWP goals. The total score for the Project was 73. Table 1 below shows the quantitative targets and corresponding metrics information for this water quality Project.



Table 2. Quantitative Targets and Corresponding Metrics

| SYSTEM TARGETS AND METRICS | | | |
|-----------------------------------|---|--------------------------------------|-----------------------------------|
| Metric Name | Quantitative Target | Value for Quantitative Target | Estimated Achievement Date |
| Water Quality Cost Effectiveness | 24-hours BMP Capacity per Million Construction Cost | 0.6 acre-feet capacity /\$Million | October 2024 |
| Water Quality Benefits | Percentage of Primary Pollutants Removed | >80% Primary Pollutant Reduction | October 2024 |
| Water Quality Benefits | Percentage of Secondary Pollutants Removed | >80% Secondary Pollutant Reduction | October 2024 |
| Water Supply Cost Effectiveness | Cost per Acre-Foot of Water Re-use/Water Supply Enhancement | \$11,959/acre-feet | October 2024 |
| Water Supply Benefits | Volume of Water Re-use/Water Supply Enhancement Capture | 100 acre-feet/year | October 2024 |
| Nature Based Solutions | Area of Planters/Bioswales | 635,980 SF | October 2024 |
| Nature Based Solutions | Number of Trees Planted | 843 | October 2024 |
| Nature Based Solutions | Area of New Landscaping | 255,000 SF | October 2024 |



A-3. Estimated Reasonable Total Activity Cost

The detailed estimate for all phases and tasks are included in the work schedule for the Broadway-Manchester Multi-Modal Green Streets Project and is summarized in Table 3 below.

Table 3. Detailed Cost Estimate

| Task | ACTIVITY COST FOR ALL PHASES | | |
|--------------|------------------------------|---------------------|----------------------|
| | Total Cost | Cost Share | SCW Cost |
| Design | \$ 886,000 | \$ 0 | \$ 886,000 |
| Construction | \$ 14,760,000 | \$ 3,927,000 | \$ 10,833,000 |
| Total | \$ 15,646,000 | \$ 3,927,000 | \$ 11,719,000 |



A-4. Funded Activity Description and Scope of Work

The Broadway-Manchester Multi-Modal Green Streets Project aims to improve the City of Los Angeles’ water quality by capturing, treating, infiltrating, and reusing stormwater while also providing community enhancement through greening of the Project area. The project will implement a mix of catch basins, bioswales/infiltration, and underground storage to reuse stormwater to irrigate landscaping throughout the corridor while allowing excess capture to be discharged as drawdown to the sanitary sewer for recycled water production at the Los Angeles County Joint Water Pollution Control Plant (JWPCP). In addition, the project will offer landscaping elements to the corridors to providing urban greening benefits to the community.

The Project is located on Manchester Avenue between Vermont Avenue and Broadway, and on Broadway between Manchester Avenue and Imperial Highway located in the City of Los Angeles. The State of California considers these corridors a Disadvantaged Community (DAC) with four of the six census tracts that encompass the project area being considered in the 95th to 100th percentile.

The Project is located within the Upper Los Angeles River (ULAR) Watershed in the community of South Los Angeles, Council District 8. While the project features will focus on Manchester Avenue and Broadway, their benefits and effects extend a few blocks on either side of these corridors. Table 4A provides a breakdown by land use for the Project area.

Table 4A. Land Use Information for the Broadway-Manchester Multi-Modal Green Streets Project

| Land Use | Area (acres) | Percent of Area |
|----------------------------|--------------|-----------------|
| Single-Family Residential | 7.9 | 4% |
| Multi-Family Residential | 31.5 | 15% |
| Commercial | 9.6 | 5% |
| Institutional | 6.8 | 3% |
| Industrial | 0.5 | 0% |
| Highways and Interstates | 17.6 | 9% |
| Secondary Roads and Alleys | 123.0 | 60% |
| Urban Open Space | 8.2 | 4% |
| Total | 205.1 | 100% |

Because this area is a DAC, public works projects can often generate concerns about gentrification, displacement, and other changes to the fabric of the community. This Project will benefit the community through beautification of the corridors, urban greening, reduction in the heat island effect, additional shade from trees, and air quality improvements. The Project, as designed, will not displace any residents or businesses directly.



Relevant EWMP, TMDLs, and Compliance Metrics

The Project is located in an area that falls under the Upper Los Angeles River (ULAR) Watershed Enhanced 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 4B shows the applicable TMDLs for the Project area.

Table 4B. Applicable TMDLs

| TMDL | LA RWQCB Resolution Number | Effective Date and/or EPA Approval Date |
|---|----------------------------|---|
| LA River Nitrogen Compounds and Related Effects | 2012-010 | 08/07/2014 |
| LA River Trash | 2012-012 | 09/23/2008 |
| LA River Metals TMDL | 2010-003 | 11/03/2011 |
| LA River Bacteria TMDL | 2010-008 | 03/23/2012 |

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

Project Site and Footprint

The Project is located along a 2.8-mile stretch, beginning on Manchester Avenue at Vermont Avenue at the northwest end, and terminating at Broadway and Imperial Highway at the southeast end. The Project will be contained within the street and parkway footprint for features both underground and on the surface. Upon completion, the corridors will benefit both the stormwater capture and reuse, but also the overall community greening.

Capture Area Details

Based on the Feasibility Study Report, the Project is expected to capture drainage from a 205.1 acre area. Figure 1 shows the current understanding of the Project’s drainage area, noting two major drainage zones: one surrounding Manchester Avenue, and the second surrounding Broadway.

Land uses within the drainage area are mostly multi-family residential and located in the neighborhoods surrounding Broadway and Manchester Avenue, with some single-family residential scattered throughout. The corridors are home to 14 schools serving approximately 9,000 students, residential and commercial districts, and several community destinations, such as libraries, healthcare facilities, and social service centers. Given land uses in the Project area,



stormwater runoff is expected to be contaminated with a mix of typical city pollutants such as sediments, trash, oil, and grease.

The feasibility study identified a total of 144 catch basin locations along the two corridors. The Project proposes to capture runoff from small storms via bioswales along both sides of the corridors, surface diversion, pretreatment, infiltration and retention to capture runoff up to the 85th percentile 24-hour storm, and treatment of the stored water for street median and parkway landscaping reuse. Drawdown is then discharged to the sanitary sewer for recycled water production.

Runoff in excess of the parkway bioswale capacity will flow via the street gutters to the catch basins where they will connect to a hydrodynamic separator and then to underground storage systems within the roadway and median parkways prisms. The captured and stored stormwater will then be treated for onsite reuse, such as through cartridge media filters for removal of metals and suspended solids followed by UV disinfection, which will be verified during design.

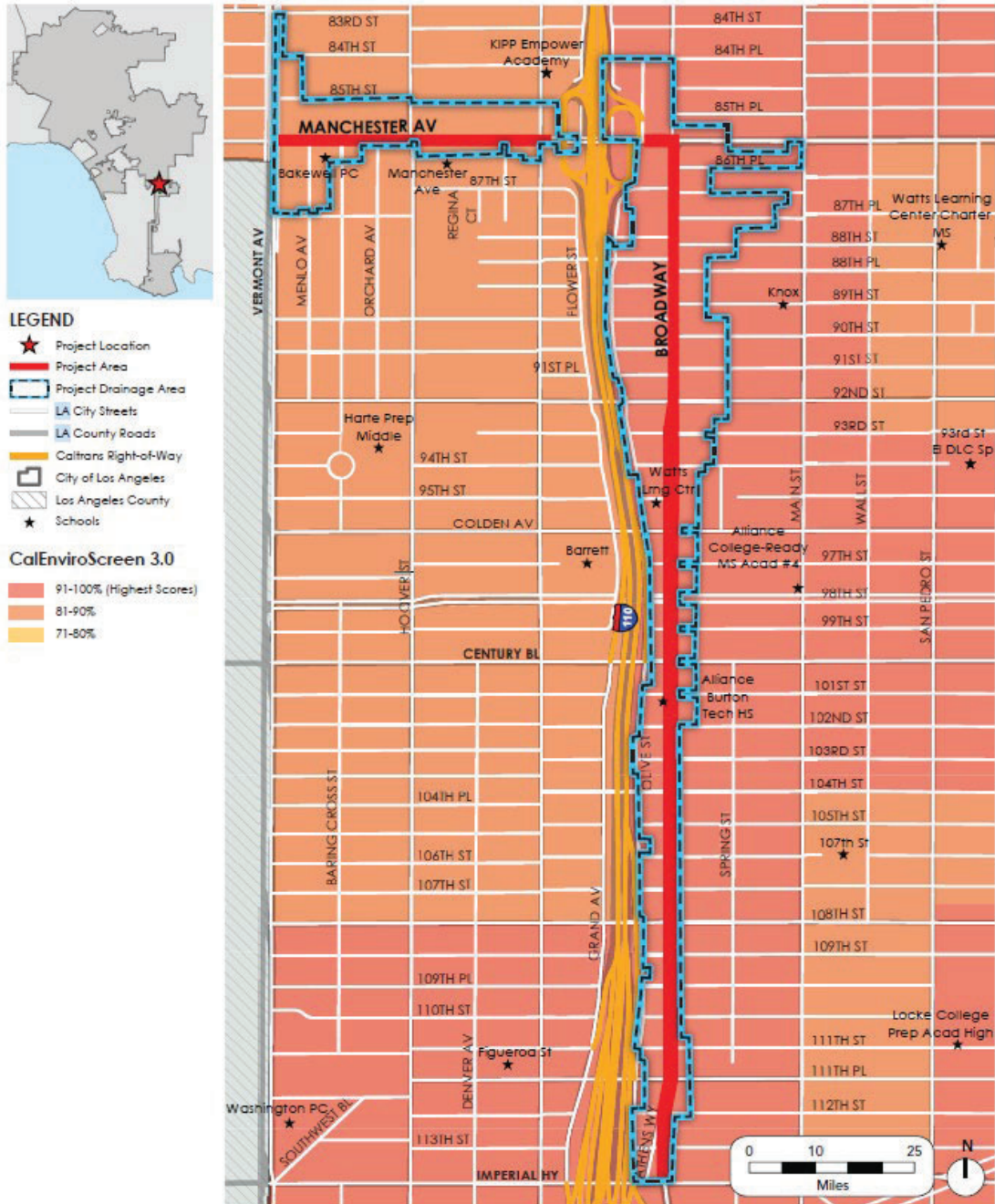


Figure 1. Broadway-Manchester Multi-Modal Green Streets Project Drainage Area

Volume and peak flow estimates were generated using the Watershed Management Modeling System (WMMS) from the LA County Flood Control District. Hydraulic response units (HRUs), as-built drawings, and the County of Los Angeles Hydrology Manual were used in determining the hydrologic soil group characterization.

Site Conditions and Constraints

Existing drainage on Manchester is West to East and is conveyed along gutters from S. Vermont to Hoover where flow is captured by catch basins that drain to underground storm drains. Similarly



flow from Hoover to Broadway is conveyed along gutters and captured by catch basins on Broadway.

On Broadway, south of Manchester Avenue, runoff direction is north-south down to 94th St, and south-north down to Imperial highway. There are catch basins at every intersection capturing the flow in gutters and draining to underground storm drains. The project is in the Compton Creek watershed, which is part of the Upper Los Angeles River Watershed.

The Project area is highly urbanized with a mix of residential, commercial, and transportation land uses. Design constraints include the public and private utilities in the street. Information on the public and private utilities was found through NavigateLA and DigAlert. A more thorough utility investigation has already been initiated as part of the ATP portion of the project and will continue during the design phase. The utilities that may require relocation as part of this project include, but are not limited to:

- Gas
- Water
- Communication
- Electrical
- Street Lighting
- Traffic Signals

The Project should coordinate closely with these agencies to relocate their utilities in a timely manner. This task will require advanced planning and coordination, which could require additional time prior to construction.



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

The following Operations and Maintenance (O&M) Plan is based on the Feasibility Study Report that was submitted for the Round 2 Call for Projects in October 2020. Revisions to the O&M Plan will be provided to the District upon completion of the design phase.

Diversion and Pretreatment

The project will add new catch basins that divert the runoff to new hydrodynamic separators spaced over the 2.8-mile project alignment. Catch basins require minimum maintenance, while hydrodynamic separators require periodic removal of trapped debris and sediment. It is envisaged that each hydrodynamic separator will require one vacuum truck service every 10 rainy days i.e. twice per year on average.

Storage

Individual underground storage facilities are equipped with industrial-grade dewatering submersible pumps. Any sediment finer than 100 microns entering the storage facilities will be discharged by the installed pumps. The pumps are fitted with flexible discharge hoses and are lowered and raised by suspension cables. There are snap link hooks at the top end of the cables that hook on to stainless steel rings on the interior of the maintenance way just below the cover.

Routine pump maintenance consists of raising the pumps once a year for inspection with a mobile crane and lowering back down in the vertical storage facility. Access to vertical storage facilities is via openings at street level that provides sufficient space for pulling the pump with the discharge hose attached. Any uncoupling of the discharge hose (if necessary) would be done on the surface. There is no need for entry into the tank at any time during the service life. Any deposited sediment is handled with the pumps.

Treatment System

The project will add a new treatment facility for stormwater, which is anticipated to consist of a gravity cartridge filter package, and a dry well centrifugal pump. These units do not require an operator but must adhere to routine service for maintenance.

The cartridge filters require annual replacement of the filter media. The UV system requires periodic inspection, and monitoring, monthly sampling of treated effluent and scheduled replacement of the lamps upon 9000 hours of operation.

Parkway Bioswales and Median Landscaping

Bioswales will be located in the parkways and landscaped with special vegetation. Their maintenance requirement is similar to other landscaped parkways. It is envisaged that the maintenance of the bioswales plus the new trees and landscaping in the median would require the assignment of one dedicated O&M staff.



Operations and Maintenance (O&M) Staff

It is estimated that the project will require three full-time staff members for O&M. Responsibilities include landscaping upkeep, scheduled inspection and maintenance of hydrodynamic separators, storage facilities, cartridge filters, and UV lamps. O&M staff will also be responsible for the maintenance and upkeep of the bioswales. The required expertise for the new staff is technician with minimum 10 years similar experience. The project can use City personnel and will not require any new Public Labor Agreements (PLA) consideration. The project O&M responsibilities will be defined in a Memorandum of Understanding (MOU) between the Bureau of Street Services (StreetsLA) and the Bureau of Sanitation. Each department's abilities and constraints to perform different O&M functions will be evaluated and outlined in the MOU to clearly establish expectations for level-of-service standards for surface areas, vegetation, and subsurface maintenance. Table 5 describes the yearly O&M activities for the project upon completion.



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Table 5. Yearly O&M Activities

| TASK | | Area | Task | Frequency | Times/year |
|-----------|---------------------------------|---|----------------|-----------|------------|
| As Needed | General – Litter Control | Remove litter, nonhazardous waste materials, and accumulated debris | As Needed | As Needed | As Needed |
| As Needed | General – Litter Control | Inspect and maintain pet waste stations | As Needed | As Needed | As Needed |
| As Needed | General – Litter Control | Maintain trash receptacles | As Needed | As Needed | As Needed |
| As Needed | General – Litter Control | Inspect and clean trash booms | As Needed | As Needed | As Needed |
| As Needed | General – Litter Control | Inspect weir gates and stop logs to clean debris | As Needed | As Needed | As Needed |
| Basic | General – Facility Inspection | Inspect project sites for rodent and insect infestations | Regularly | Regularly | Regularly |
| As Needed | General – Facility Inspection | Inspect and report graffiti | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect facilities for hazardous conditions on roads and trails | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect shade structures for structural damage or defacement | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect hardscapes | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect and maintain interpretive and informational signs | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect site furnishings | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Maintain deck areas | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Visually inspect weirs and flap gates for damage. Grease to prevent locking | As Needed | As Needed | As Needed |
| As Needed | General – Facility Inspection | Inspect all structures after major storm events | As Needed | As Needed | As Needed |
| Basic | General – Facility Inspection | Operate gates through full cycles | Every 3 months | 4 | 4 |
| As Needed | General – Monitoring Activities | Monitor controllable intake water flow and water elevation | As Needed | As Needed | As Needed |
| As Needed | General – Monitoring Activities | Examine inflow and outflow structures | As Needed | As Needed | As Needed |
| As Needed | General – Monitoring Activities | Check telemetry equipment | As Needed | As Needed | As Needed |
| As Needed | General – Monitoring Activities | Track and report inspection and maintenance records | As Needed | As Needed | As Needed |
| As Needed | General – Insect Control | Monitor presence of vector and nuisance insect species | As Needed | As Needed | As Needed |
| As Needed | General – Insect Control | Manage emergent vegetation | As Needed | As Needed | As Needed |
| As Needed | General – Insect Control | Manage flow velocities | As Needed | As Needed | As Needed |
| As Needed | Landscaped Areas | Remove weeds | As Needed | As Needed | As Needed |
| As Needed | Landscaped Areas | Remove dead trees and eliminate diseased/damaged growth | As Needed | As Needed | As Needed |



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| | | | | |
|-----------|-------------------|--|--------------|-----------|
| As Needed | Landscaped Areas | Prevent encroachment of adjacent property and provide vertical clearance | As Needed | As Needed |
| Basic | Landscaped Areas | Inspect for dead or diseased plants | Regularly | Regularly |
| As Needed | Landscaped Areas | Install and maintain hydrophytic and emergent plants | As Needed | As Needed |
| As Needed | Landscaped Areas | Weed and nuisance plant control | As Needed | As Needed |
| As Needed | Landscaped Areas | Remove aquatic vegetation | As Needed | As Needed |
| As Needed | Landscaped Areas | Maintain wildflower and meadows | As Needed | As Needed |
| As Needed | Landscaped Areas | Maintain grass, sedge, and yarrow | As Needed | As Needed |
| As Needed | Landscaped Areas | Remove unwanted hydroseed | As Needed | As Needed |
| As Needed | Bioswale | Remove trash, debris, and blockages | As Needed | As Needed |
| As Needed | Wildlife | Control exotic species | As Needed | As Needed |
| As Needed | Wildlife | Provide habitat management | As Needed | As Needed |
| As Needed | Wildlife | Promote growth of plants at appropriate densities | As Needed | As Needed |
| As Needed | Wildlife | Promote habitat structure for animal species | As Needed | As Needed |
| As Needed | Wildlife | Protect sensitive animal species | As Needed | As Needed |
| As Needed | Wildlife | Avoid disturbing nesting birds | As Needed | As Needed |
| Basic | Irrigation System | Cycle controllers through each station | Monthly | 12 |
| As Needed | Irrigation System | Recover, replace, or refasten displaced or damaged valve box covers | As Needed | As Needed |
| As Needed | Irrigation System | Inspect and repair bubbler heads | As Needed | As Needed |
| As Needed | Irrigation System | Repair and replace broken drip lines or emitters causing a loss of water | As Needed | As Needed |
| Basic | Irrigation System | Inspect and clean drip system filters | Monthly | 12 |
| Basic | Irrigation System | Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices | Twice Yearly | 2 |
| As Needed | Irrigation System | Maintain and check function of drip system | As Needed | As Needed |
| As Needed | Irrigation System | Keep irrigation control boxes clear of vegetation | As Needed | As Needed |
| As Needed | Irrigation System | Turn off irrigation systems at the controller at the beginning of rainy season | As Needed | As Needed |



A-6. Post-Construction Monitoring

The initial Post-Construction Monitoring Plan was submitted last year as part of the application for the Round 2 Call for Projects in October 2020. Revisions to the Post-Construction Monitoring Plan will be provided to the District upon completion of the design phase.

Monitoring Objectives

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

Study Questions

This monitoring program will examine the following study questions:

Pre-Construction (Baseline) Monitoring

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

Post-Construction and Long-term O&M Monitoring

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

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



Data Quality Objectives

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

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

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

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

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

Data Management and Reporting

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



Adaptive Management

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



A-7. Sustainability Rating

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

At this time, the City has not applied for ISI verification for the Broadway-Manchester Multi-Modal Green Streets Project consequently, there's no final score or an award level from Envision. Once the Project goes into the design phase, the City will make a determination on whether to proceed with the Envision certification application.



A-8. Stakeholder and Community Outreach/Engagement Plan

The Project realizes a shared community vision for a safe, vibrant, and connected corridor. The Project will deliver long needed transportation infrastructure improvements, along with urban greening and water quality improvement through stormwater capture, to residents of the Broadway-Manchester neighborhoods in South Los Angeles. The final project will create culturally sensitive places and interventions for all users to be able to move about using a variety of transportation modes including walking and biking. This effort is a result of the ongoing collaboration between Council District 8 (CD 8) and several City of Los Angeles Departments including StreetsLA and Department of Transportation (DOT). Since the initial community engagement spearheaded by CD 8 in 2017, the community has been engaged with shaping a vision for the corridors and informing the design for the improvements. The community engagement for the Project will be shaped and informed by the successful efforts conducted in the previous design phases. The following describes the engagement and implementation plan for the design phase of the Project, but engagement will continue through construction and throughout the life of the project and will be similar to the methods described below.

Objectives

- **Demonstrate transparency** through open, continual, and informative communication with the community
- **Build on the foundation of support** for the project generated in previous phases
- **Inform** the public about the project process, goals, and progress
- **Solicit input** to identify design features that reflect the community's vision
- Create **capacity building** opportunities to ensure the widest reach

COVID-19 Safety Protocols

Although the State of California and LA County Health Department have updated public health guidelines and protocols for safe social distancing, communities have adapted to different ways of conducting everyday activities. The community outreach approach will include interactive participation activities designed for in person and digital input.

Audiences

The outreach efforts will ensure extending the widest reach to community members adjacent to the corridor. Outreach materials and communication will be designed to reach the following audiences.



Table 8A. Community Engagement Audiences

| Audience | Groups | Methods |
|----------------------|--|-----------------------|
| Residents | <ul style="list-style-type: none"> • Block Clubs | Email and phone calls |
| Seniors | <ul style="list-style-type: none"> • Senior apartments | Phone calls |
| Youth/Family | <ul style="list-style-type: none"> • Judy Ivie Burton Technology High School • Watts Learning Center • Manchester Elementary School | Email |
| Business | <ul style="list-style-type: none"> • TBD | Canvass |
| Faith based groups | <ul style="list-style-type: none"> • All | Phone calls |
| Community Leadership | <ul style="list-style-type: none"> • Neighborhood Council • Community leaders | Email and phone calls |

Outreach Materials

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

- Project Factsheet – Project background including overarching vision, description, graphic timeline, and opportunities for community input. A brief overview of the funding opportunities including ATP, Urban Greening, Measure W, and potential RAISE.
- Flyers – Dates, times, location, and purpose of upcoming workshop. One will be developed for each workshop.
- Social Media Posts – Short messages for posting on community partner social media platforms.
- StoryMaps content – Short messages announcing upcoming workshops.

Methods, Tools, and Activities

The community engagement effort will include a variety of tools to ensure we reach audiences widely. The outreach team will use the materials listed above to communicate the project information. The team will collaborate with the community partners to get the word out about the importance of the project and the opportunities for the community to provide input into the design features that are being included in this phase of the project.

- Social media posts – A social media calendar with content for posting to social

media platforms will be developed and shared with partners, city departments, and CD8. These will be posted prior and following community workshops.

- Facebook Live – During community workshops the project team will go Live to generate excitement about the process and engage the community in the process.
- Local business – Community serving businesses will be asked to post workshop flyers on windows facing the street. In exchange for window space, select amounts of gift cards/certificates will be purchased from businesses for raffles during the workshops.
- Project StoryMaps portal – This will be promoted as the central point of information for the project.
- Telephone communication – Community partners will be encouraged to make phone calls to residents to inform them of upcoming workshops.
- Email blasts – Community partners, CD8 staff, and StreetsLA will be asked to send out email communications promoting project workshops.

Streets LA and all project partners including CD 8, LADOT, LASAN, LA County Flood Control District, and others will be included in Project communications such as social media posts and announcements, public meeting notifications and announcements, and alerts on the Project StoryMap portal.

The primary method for gathering community input will be the community workshops. MIG will design interactive methods to engage the community in the process and ensure we collect input in each phase of the process. The MIG team will develop an approach for each workshop following a team strategy session to confirm the objectives. Each workshop will include the following.

- Graphically rich exhibits and materials to ensure the information is accessible to all.
- Interactive exercises result in meaningful input that informs the projects
- Presentation demonstrating feedback loops in each phase of the process to ensure community members know they are being heard and how their input is being used.
- Hybrid options to engage community members in digital formats. Some of these options can include:
 - Calling in by telephone
 - Participating using Facebook Live
 - Taping the workshop and making uploading to StoryMaps portal
- Opportunities to experience/visualize the improvements on site

The goals of each community workshop are:

- Workshop #1: Inform the community about the project and gather input on the revised layout to inform 35% PS&E



- Workshop #2 and #3 - Gather input on community priorities to inform 65% PS&E.
- Workshop #4 - Gather input on community priorities to inform 90% PS&E.

The details for each of these workshops is described in the Stakeholder Implementation.

Community Partners

MIG will reach out to community partners that have been involved in other phases of planning for the improvements to the Broadway-Manchester corridor to invite them to become a community partner. MIG proposes reaching out to the following organizations:

- Alliance Judy Ivie Burton Technology Academy High School
- Community Coalition (COCO) South Central by South Central
- Manchester First 5 LA
- Watts Learning Center

Community partners will use the materials designed by MIG to reach out to their networks and engage them in the process. Partners will be provided with a \$1,000 stipend to compensate them for their time spent conducting outreach for the project. Community partners will identify the methods that have proven successful in reaching out to their members. This could include:

- Telephone banking
- Canvassing
- Social media and other digital communications (Facebook, WhatsApp, text messaging, etc.)
- Tabling events / activities
- Member training and workshops

Community partners will be provided with project materials including the following.

- Speaking points
- Key messages
- Social media posts
- Fact sheets
- Flyers
- Visual input tools

A training session will be conducted for community partners to learn about the project and review the materials. Goals will be set for each partner to track their progress as they reach out to community members.

Workshops



Four meetings will be designed and implemented to engage the community in the process to inform the Project. The outreach team will meet with the project team including StreetsLA and project partners such as CD 8, LADOT, and LASAN, to confirm the workshop objectives, presentation materials, facilitation approach, and roles for each workshop. These meetings can be stand-alone or can be added to the standing meeting agenda.

A set of materials will be designed for each workshop. This will include an agenda, displays and exhibits, sign-in sheets, and handouts. A memo summarizing the feedback collected at each workshop will be developed following each workshop. This will also include sign-in sheets available in exportable format like excel.

**Strategy Meeting with the StreetsLA/City Team – October 2021, Week of the 19th
Community Partner Orientation – October 2021, Week of the 25th**

An orientation will be given to the community partners to provide them with the Project background, schedule, opportunities for the community to become involved, and how they can collaborate with the project team.

Workshop #1 Inform 35%: – November 2021, Week of the 15th

The first community workshop will focus on affirming the community direction based on the vision that has been articulated.

Goals and Agenda Topics

- Inform the community about the project
 - Provide project history and context
 - Review project goals and parameters
 - Introduce the Project process
- Affirm community direction
 - Introduce streetscape framework
 - Review emerging furniture and plant palette
- Inform design elements
 - Review Layout

**Strategy Meeting with the StreetsLA/City Team – March 2022, Week of the 14th or 21st
Workshop #2 and #3 Influence 65% – May 2022, Week of the 9th or 16th**

One workshop and a pop-up will comprise the second touchpoint with the community. The workshop will be held at a known community facility such as Judy Ivie Burton Technology Academy High School, Watts Learning Center, etc. The pop-up will be held along the Broadway median. For both events the team will design and implement an interactive exercise to document the community reaction to elements of the design prior to 65% PS&E. This approach will provide opportunity for the community to choose one or both events to participate in. They can attend the workshop which will take place on a weekday evening or Saturday morning and provide feedback.



The pop-up will span several hours in the afternoon over a weekday to have very targeted conversations with the business community and other community members who may not be able to attend the workshop. These will occur on different days, and they will be advertised to all community members. Depending on the interest for each corridor, community members and stakeholder can choose to attend each or both.

Depending on the priorities, concerns, or issues discussed by the community during the first workshop, the proposed Workshop #3 would take place later in the schedule. This could be sometime between May 2022 and January 2023. This would provide the project team with the opportunity review the community concerns and identify strategies for responding to them in workshop #2 and #3.

Goals and Agenda Topics

- Provide recap of community affirmation
- Affirm palette
- Inform prioritization informed by cost estimate
 - Learn about what is more valuable for the community
 - Provide information on technical elements that inform the design
- Review and discuss issues raised by property owners, residents, business and other stakeholders during the meeting (Reduced parking, trash pickup, ROW impacts, maintenance, and other topics)

Workshop #4 before 90%– January 2023, Week of the 16th or 23rd

During the final workshop, the team will present the conceptual design for the project.

Goals and Agenda Topics

- Inform the community of work to date
 - Provide recap of community input
- Gather input on conceptual design
 - Review conceptual design
 - Present trade-offs
 - Provide an overview of revisions made to the design based on feedback and technical parameters
 - Address any issues raised by the community
- Provide project schedule and next steps
- Provide assurance of continuing engagement during construction phase

Workshop Format

The workshops will include a brief presentation followed by interactive exhibits to gather community input. The workshops are planned to be conducted in person. The team will ensure that



these adhere to public health guidelines. The workshops will be adapted for those who would like to participate over digital technology. A digital format such as Zoom would be used.

Outreach

Collateral and communication materials will be designed to communicate the project purpose and opportunities for the community to become involved including the community workshops.

Table 8B: Outreach Timeline

| Collateral | Timing for completion | Production Lead | Outreach Method | Distribution Start/ Duration |
|--------------------------------|------------------------------|------------------------|--|-------------------------------------|
| Fact Sheet | 10/18 | MIG | <ul style="list-style-type: none"> ● CD8 email blasts ● StreetsLA email blasts | 10/19 – Through Workshop #1 |
| Workshop Flyer | 10/18 | MIG | <ul style="list-style-type: none"> ● CD8 email blasts ● StreetsLA email blasts | 10/19 – Through Workshop #1 |
| StoryMap workshop announcement | 10/20 | MIG | <ul style="list-style-type: none"> ● StreetsLA | 10/22 – Through Workshop #1 |
| Social Media Posts | 10/22 | MIG | <ul style="list-style-type: none"> ● StreetsLA ● CD8 | 10/25 – Through Workshop #1 |

The stakeholder list from the earlier phases of the project will be used as a foundation for the emails blasts sent the city project team using the project website. Collateral materials will be disseminated as soon as these are approved by StreetsLA. This cycle will be repeated for each workshop.

The Community Partners will collaborate with the outreach to ensure the greatest reach to the community.



Table 8C: Community Partner Outreach

| Activity | Duration | Lead |
|---|----------------------------|--------------------|
| Invitation to proposed CBO partners | 10/18 – 10/22 | MIG |
| Develop community partner toolkit (fact sheet, flyer, social media content, and key messages) | 10/18 – 10/22 | MIG |
| Confirmation of CBO Partners | 10/25 – 10/27 | MIG / LADOT |
| Community Partner orientation | 10/28 – 11/01 | MIG |
| Canvassing | Before the second meetings | Community Partners |
| Social media posts | 10/29 – 11/15 | Community Partners |
| Phone banking | 10/29 – 11/15 | Community Partners |
| Tabling | 10/29 – 11/15 | Community Partners |
| Member trainings and workshops – these are existing activities hosted by the CBO | 10/29 – 11/15 | Community Partners |

Anti-Displacement Policies & Gentrification

During the planning process for the project the project team engaged with the community through various workshops and events in order to glean the types of amenities they want to see in their neighborhood. This feedback represents a diverse set of backgrounds, languages, income levels, mobilities, and ages. Resoundingly, they asked for safety elements, outdoor recreation, and urban greening. Fostering this type of community involvement at the forefront of the planning process insures the community's investment in the project and its success. The design intent of this project is for the community to be the ultimate steward of these improvements, as they are a reflection of the community's needs.

In order to prevent displacement of community members, the City of Los Angeles has recently passed anti-displacement ordinances and initiatives that are designed to protect all LA City residents. These include minimum requirements for affordable housing units for new developments (linkage fees), restrictions on short-term rentals (home-sharing), and incentive programs to construct additional housing units in order to meet affordable housing demands (transit-oriented communities). The project is also located within the bounds of the South LA Community Plan, which has identified a “No Net Loss Program” that outlines an effort to minimize displacement by minimizing the loss of affordable housing units, including those protected by the



Rent Stabilization Ordinance. Additionally, the project team will ensure to comply with County-wide displacement policies.

As the Project's pedestrian and bicycle safety improvements are being funded through the Active Transportation Program, the Project has to address anti-displacement policies as related to active transportation. Given the project corridors proximity to the Metro Silver Line, development projects in the area are subject to the Transit-Oriented Communities (TOC) program, which incentivizes developers to build more housing units, as well as affordable units, near public transit spots. Although transit-oriented development (TOD) may refer to development near rail or other fixed guideway transit, in this case, the strategy is supported by the high-frequency bus service provided by the Metro Silver Line.

While no single project is a cause or a predictor of gentrification, the project team will be prepared to address this, should community members raise it as a concern. The community within the Project area is considered Disadvantaged or Severely Disadvantaged according to CalEnviroscen 3.0. In these neighborhoods, public works projects will often generate concerns about gentrification and other changes to the fabric of the community. The outreach approach will be sensitive to these concerns and incorporate mechanisms to provide community members a forum to positively channel their concerns.



A-9. Tracking Infrastructure Program Project Benefits

The Broadway-Manchester Multi-Modal Green Streets Project (Project), located in the Upper Los Angeles River Enhanced Watershed Management Program (EWMP), will implement features that will provide water quality improvements through stormwater infiltration, flood mitigation, and community enhancement.

These project elements consist of:

- Bioswales for stormwater infiltration
- Storm drain systems for capturing and reuse/infiltrating runoff for flood mitigation
- Parkway planters, vegetated medians, and street trees for community enhancements

Wet Weather Water Quality Benefits

As stated in Section A-2, this project is expected to capture 100.1 acre-feet of stormwater per year, of which 28.8 acre-feet will be treated to be reused within the corridor for landscaping irrigation. The remaining 71.3 acre-feet will be discharged as drawdown to the sanitary sewer for recycled water production. The improvements will reduce primary and secondary pollutants by more than 80% and the Watershed Management Modeling System (WMMS) shows a 10-year pollutant reduction of 100% for the primary and secondary pollutants, Zinc and bacteria, respectively.

This benefit will be measured by laboratory analyses of water samples. Flow measurements will verify that 28.8 acre-feet per year has been managed, ensuring pollutant removal.

Water Supply Benefits

As stated in Section A-2, this project will provide a yearly additional water supply volume of 28.8 acre-feet per year for irrigation use. The diverted stormwater, 71.3 acre-feet per year, will be discharged as drawdown to sanitary sewers which flows to the Los Angeles County JWPCP, where it will be used for recycled water production.

This benefit will be measured through the project by the placement of flow meters in strategic project areas determined during the design phase. Flow measurements will verify that 71.3 acre-feet per year has been managed, ensuring the water supply benefit.

Community Investments Benefits

As stated in Section A-2, the project will provide six (6) community investment benefits: improve flood management, create/enhance park space, create new recreational opportunities, enhance green spaces at schools, reduce the heat island effect, and increase the number of trees.

The benefits of additional trees and green spaces will be measured by the annual review of operation and maintenance (O&M) records. The O&M records will record both the activity to maintain the number of trees within the project but also if replacements were needed to maintain



the baseline number of trees. The benefit, or effectiveness, of the improved flood management will be measured by assessing the annual flooding complaints captured by the City's Bureau of Engineering Storm Drain Design Division. A reduction in flood complaints within the project footprint or adjacent will relay a positive result.

Nature-Based Solutions

As stated in Section A-2, the project will integrate landscaped bioswales in parkways, planted medians, planted curb extensions, and planted bike buffers. The project also includes planting native trees that will provide a habitat to local birds and small animals. These elements mimic natural systems by using stormwater BMP that minimize runoff and maximize the use of captured rainwater for landscape use after a rain event.

The benefits of additional trees and landscaped bioswales will be measured by the annual review of operation and maintenance (O&M) records. The O&M records will record both the activity to maintain the number of trees within the project but also if replacements were needed to maintain the baseline number of trees.

Leveraging Funds and Community Support

As stated in Section A-2, the project has secured leverage funding. The City was successful in securing funds through the ATP Cycle 4 Grant. The community is in strong support of the project, consistently advocating for change over the past decades to address the high incidence of traffic fatalities and environmental health hazards in the area.

This benefit will be measured at the completion of the project when all costs are accounted for. A surrogate for community support benefits will be the number of flooding complaints received annually as well as the O&M records demonstrating the number of occurrences above the routine maintenance schedule.



A-10. Work Schedule and Completion Date

The Preliminary Project Schedule for Broadway-Manchester Multi-Modal Green Streets Project is included in Table 10. The project phases are outlined by State Fiscal year (FY), and O&M is assumed to be for a 50-year project useful life. The project schedule is provided in Table 10.

Table 10. Preliminary Project Schedule for Broadway-Manchester Multi-Modal Green Streets Project

| Phase | FY 21/22 | | | | FY 22/23 | | | | FY 23/24 | | | | FY 24/25 | | | |
|--------------|----------|----|----|----|----------|----|----|----|----------|----|----|----|----------|----|----|----|
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Design | | | | | | | | | | | | | | | | |
| Construction | | | | | | | | | | | | | | | | |

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
DECEMBER 15, 2021

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

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

DEC 15 2021

AND REFERRED TO THE MAYOR


Executive Director
Board of Public Works

AUTHORITY TO EXECUTE THE SAFE CLEAN WATER (SCW) REGIONAL ROUND 2 (FY 2021-22) 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 SCW REGIONAL PROGRAM FUNDS FOR THE BALLONA CREEK TMDL PROJECT, THE WILMINGTON NEIGHBORHOOD GREENING PROJECT, THE LINCOLN PARK NEIGHBORHOOD GREEN STREET NETWORK PROJECT AND THE BROADWAY-MANCHESTER MULTI-MODAL GREEN STREETS PROJECT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittal, to the Mayor, 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 four 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 Ballona Creek (BC) TMDL Project, the Wilmington Neighborhood Greening (Wilmington) Project, the Lincoln Park Neighborhood Green Street Network (Lincoln) Project and the Broadway-Manchester Multi-Modal Green Streets (Broadway-Manchester) Project collectively referred here as Round 2 (FY 2021-22) Regional Projects (SCW Round 2 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 2 Projects.
4. Recommend electronic signature and execution of the Regional TAs and future Addenda 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 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. BC TMDL Project - Regional TA between LASAN and the District
2. Wilmington Neighborhood Greening Project - Regional TA between LASAN and the District
3. Lincoln Park Neighborhood Green Street Network Project - Regional TA between LASAN and the District
4. Broadway-Manchester Multi-Modal Green Streets Project - Regional TA between LASAN and the District
5. BC TMDL Project - Scope of Work (SOW)
6. Wilmington Neighborhood Greening Project - SOW
7. Lincoln Park Neighborhood Green Street Network Project - SOW
8. Broadway-Manchester Multi-Modal Green Streets Project - SOW

DISCUSSION

LASAN has successfully secured funding for these four SCW Round 2 Stormwater Capital Improvement Projects in the amount of \$57,536,580. The approval of the SCW Round 2 Regional TAs will assist 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 2 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).

In October 2020, the City submitted the Feasibility Studies for funding consideration for these four Round 2 Projects to compete for Round 2 of the SCW Regional Infrastructure Program. The four SCW Round 2 Projects were included in the 5-year Stormwater investment Plan for the CSMB, SSMB, and ULAR, respectively and were approved for \$57,536,580 funding for 5 years.

Table 1 below summarizes some key information about these four Round 2 Projects:

Table 1 – SCW Round 2 Project Information

| Project (CD) | SCW Water shed | Project Cost | Total SCW Funding | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 |
|---|----------------|--------------|-------------------|------------|------------|------------|------------|------------|
| Ballona Creek TMDL Project (CD 1, 4, 5, 8, 9, 10, 11 & 13) | CSMB | \$31.9 M* | \$15.0 M | \$3.0 M | \$3.0 M | \$3.0 M | \$3.0 M | \$3.0 M |
| Wilmington Neighborhood Greening (CD 15) | SSMB | \$12.2 M | \$12.2 M | \$0.66 M | \$0.51 M | \$3.39 M | \$4.82 M | \$2.81 M |
| Lincoln Park Neighborhood Green Street Network (CD 1) | ULAR | \$18.6 M | \$18.6 M | \$3.73 M | \$3.73 M | \$3.73 M | \$3.73 M | \$3.73 M |
| Broadway-Manchester Multi-Modal Green Streets (CD 8) | ULAR | \$15.6 M | \$11.7 M | \$0.88 M | \$4.00 M | \$4.00 M | \$2.83 M | -- |

* Class C Estimate

The four SCW Round 2 Projects were approved by the LA County Board of Supervisors in September 2021 for SCW funding for FY 21-22, and earmarked for funding for the amounts listed in Table 1.0

Ballona Creek TMDL Project (Ballona Creek Low Flow Treatment Facility (LFTF-1) & Sepulveda Channel Low Flow Treatment (LFTF-2))

This Project consists of two low flow treatment facilities, namely LFTF-1 and LFTF-2, and is designed to attain the water quality objectives of the BC Dry Weather Bacteria Total Maximum Daily Loads (TMDL). LFTF-1, and LFTF-2 are included in the BC Enhanced Watershed Management Plan as critical components of the overall watershed strategy for compliance with Dry Weather Bacteria TMDL. The Project will enhance access to safe recreational resources in the BC watershed. The BC water body and tributaries have been assigned recreational beneficial uses in the Los Angeles Regional Water Quality Control Board’s Basin Plan. This project is necessary to fulfill these beneficial uses through the vast majority of the year and provide observably improved conditions. The BC TMDL Project will be funded in part through the SCW Regional Infrastructure Program.

Wilmington Neighborhood Greening Project

This Project will improve local water quality, provide a sustainable local water supply to irrigate the Wilmington Recreation Center, and will result in community benefits through park

improvements and landscaping enhancements adjacent to the recreation center. The Project is located at the Wilmington Recreation Center in Council District 15 and will capture approximately 21.88 acre-feet of stormwater to improve water quality and meet TMDL compliance targets for the Dominguez Channel Watershed. The Project will provide improvements to park facilities and green benefits in a disadvantaged community. The estimated capital cost is \$12.18 million.

Lincoln Park Lake Neighborhood Green Street Network

This Project is located at and around the 42.8 acre Lincoln Park Lake in a disadvantaged community in Council District 1 and will include improvements to the lake aeration and recirculation systems, a new fountain aerator, sediment removal and enhanced landscaping to achieve TMDL compliance targets. Additionally, the Project will include a series of green street elements that will both capture stormwater and functionally connect the park into the neighborhood to the west. The estimated capital cost is \$18.6 million.

Broadway-Manchester Multi-Modal Green Streets Project

The Project is the evolution of the Broadway-Manchester Active Transportation Project realized by the addition of stormwater elements. The project lies along a 2.8-mile corridor of Manchester Ave and Broadway located in South Los Angeles. The goal of the Project is to accomplish stormwater quality compliance, provide water supply benefits, and realize community investment and environmental sustainability benefits consistent with the goals of the SCWP. Project BMPs include: parkway bioswales, surface diversion, pretreatment systems, new catch basins, cisterns, an Ultraviolet system and possible drywells were feasible. The treated water will be available for irrigation along Manchester Avenue and South Broadway via a pressurized main.

To assist and facilitate the transfer of SCW Regional Program funds, the LA County Board of Supervisors approved the SCW Regional Program Transfer Agreement Standard Template on June 9, 2020 for SCW Regional Infrastructure Projects. Transmittals No. 1, 2, 3 and 4 (which include Exhibit A, B, C, D, E and F) are based on 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 Scopes of Work for the four SCW Round 2 Projects. (Transmittals No. 5, 6, 7 and 8). 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 state that if projects are included in a duly approved Stormwater Investment Plan for a subsequent fiscal year, then the parties shall enter into addenda (substantially in the form included as Exhibit D of 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

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approved SCW Regional Projects in subsequent years through the life of those projects.

Project Administration

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

APPROVAL AS TO FORM

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

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The TAs were approved by PRD on September 27, 2021.

STATUS OF FINANCING

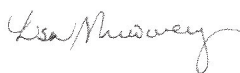
There is no impact to the General Fund. By executing the Agreements, LASAN will receive the allocated Round 2 Safe, Clean Water Program – Regional Program funding. Funds received from these Agreements will be deposited into the Measure W - Safe Clean Water - Regional Projects Special Fund No. 63F, Departmental Revenue Sources 318408, 318409, 318410, and 318411.

Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:



Digitally signed by Lisa B.
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Date: 2021.12.02 13:44:28 -08'00'

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 12/2/21

Prepared by:
Sheila Brice, Watershed Protection Division
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