

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 8, 2020

CAO File No. 0220-05558-0003
0220-05558-0004
Council File No. 18-0384
Council District: —

To: The City Council
The Mayor

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

Reference: Measure W Administrative Oversight Committee Recommendations; Transmittal from the Bureau of Sanitation dated September 11, 2020 regarding Transfer Agreement No. 2020MP47 with the Los Angeles County Flood Control District

Subject: **MEASURE W – SAFE CLEAN WATER PROGRAM – APPROVAL OF REGIONAL PROJECTS FOR ROUND 1 AND 2; APPROVAL OF THE MUNICIPAL PROGRAM TRANSFER AGREEMENT**

RECOMMENDATION

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

1. Approve the projects submitted for the Los Angeles County Measure W – Safe, Clean Water Program Round 1 Regional Call for Projects listed in Attachment A;
2. Approve the projects to be submitted for the Los Angeles County Measure W – Safe, Clean Water Program Round 2 Regional Call for Projects listed in 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. 2020MP47 between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Measure W – Safe, Clean Water Program Municipal Program Funds; and
4. Authorize the City Administrative Officer, with the concurrence of the Chief Legislative Analyst, to make technical changes as needed to implement Mayor and City Council intentions.

SUMMARY

The Mayor and City Council adopted a governance structure for the Measure W – Safe, Clean Water Program (Measure W) that included the establishment of an Administrative Oversight Committee (AOC; C.F. 18-0384-S1). The AOC, comprised of the City Administrative Officer (CAO),

the Chief Legislative Analyst (CLA), and the Office of the Mayor (Mayor), recommends approval of various regional watershed improvement projects submitted by the City on December 15, 2019 in response to the County's first Measure W Regional Program Call for Projects (Attachment A) and those to be submitted on October 15, 2020 in response to the County's second Measure W Regional Program Call for Projects (Attachment B). Agendas, presentations and meeting materials of the AOC are available for review at the CAO website at www.cao.lacity.org/capital. This report also recommends approval of the Municipal Transfer Agreement between the Bureau of Sanitation (BOS) on behalf of the City and the Los Angeles County Flood Control District (Attachment C). It is important to note that all projects are in the pre-design stage and some elements may evolve as designs are finalized.

Round 1 Projects

The AOC conducted its first meeting on August 27, 2020 and ratified the projects submitted to the County on December 15, 2019 for Regional Program funding by the Bureau of Sanitation (BOS) and the Department of Water and Power (DWP). Earlier this calendar year, projects submitted by the City went through the County's extensive evaluation and approval process consisting of Watershed Area Steering Committees (WASCs), Scoring Committee and Regional Oversight Committee. The majority of the City's projects were recommended for approval and inclusion in the County's five-year Stormwater Investment Plan (SIP). The City gained valuable experience going through this inaugural cycle and is incorporating that knowledge in the development of projects and applications for consideration for the second and future rounds. Attachment A includes all projects submitted and notes those earmarked for approval. The County is expected to finalize awards for Round 1 at its meeting on October 13, 2020.

Round 2 Projects

The AOC held a special meeting on September 17, 2020 and heard presentations by BOS, DWP and the Bureau of Street Services (BSS) for projects to be submitted to the County by October 15, 2020 for the second Regional Program Call for Projects. The AOC instructed BOS and DWP to obtain approval from the Board of Recreation and Parks Commissioners for projects to be implemented at Recreation and Parks (RAP) sites. The RAP Board approved these projects in concept at its hearing on October 1, 2020 following presentations by BOS and DWP and directed staff to return with final plans for consideration. Attachment B includes all projects to be submitted by BOS, BSS and DWP.

Ballona Creek Total Maximum Daily Load (TMDL) Project

This signature project located in Council District 11 will comply with the dry weather bacteria TMDL requirement in the Ballona Creek Watershed and divert up to 23 million gallons per day (mgd) to Hyperion for recycling. The City has committed approximately \$6 million from the General Fund to support this critical project that will improve water quality, water supply and provide habitat improvements. The Watershed Steering Committee did not approve this project in Round 1 and requested the City to make revisions and re-submit for Round 2. BOS has revised the amount of the request from \$32 million to \$22 million and intends to pursue grant and other funding

opportunities to fund the gap. The AOC approved a maximum of \$22 million and instructed BOS to follow up with the County to determine if the WASCs will have the discretion to revise project amounts during consideration. As it currently stands, WASCs do not have that discretion. Should guidance be issued prior to the application deadline, BOS will submit the application for \$22 million. If timely guidance is not issued, BOS will reduce the request to \$15 million and pursue other funding opportunities to address the difference.

Wilmington Neighborhood Greening Project

This BOS-led project located at the Wilmington Recreation Center in Council District 15 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 Greening Project

This BOS-led project located at and around the 42.8 acre Lincoln Park Lake in a disadvantaged community in Council District 1 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

This is a collaborative project led by BSS in partnership with BOS and DWP that encompasses a 2.8 miles long corridor of Manchester Avenue (Vermont Avenue to Broadway) and South Broadway (Manchester Avenue to Imperial Highway) located in a disadvantaged community in Council District 8. The multi-benefit Green Streets project will include bioswales, catch basins, cisterns and treatment infrastructure to reuse captured water to irrigate over 800 new trees along the corridor. BSS received an award from the Active Transportation Program in the amount of \$24.8 million, of which \$4.33 million will be available to fund these watershed improvements. DWP has agreed to contribute \$1.24 million based on estimated water supply benefits. BSS is requesting \$13.038 million from Measure W.

David M. Gonzales Stormwater Capture Project

This DWP-led project located at the 6.8 acre David M. Gonzales Recreation Center in a disadvantaged community in Council District 7 will capture approximately 335 acre-feet of water per year and infiltrate into the San Fernando Groundwater Basin. The project will provide improvements to park facilities, including baseball field improvements, shaded bleachers and hydration stations. The capital cost is \$39.1 million. DWP is funding approximately 50 percent of the project's costs from its revenues and is seeking Measure W funds for the balance.

Valley Plaza Park Stormwater Capture Project

This DWP-led project combines the Valley Plaza Park North and Valley Plaza Park South projects located on RAP property in a disadvantaged community in Council District 2. The project will

potentially capture 596 acre-feet of water per year and infiltrate into the San Fernando Groundwater Basin. The project will provide improvements such as a permeable pavement parking lot, EV charging station and hydration station, as well as various green benefits. The capital cost is \$51.98 million. DWP is funding approximately 50 percent of the projects costs from its revenues and is seeking Measure W funds for the balance.

North Hollywood Park Stormwater Capture Project

This DWP-led project located at the 55.6 acre North Hollywood Park located in a disadvantaged community in Council District 2 will collect runoff from a 2,363-acre drainage area and potentially capture 1,229 acre-feet of water per year and infiltrate into the San Fernando Groundwater Basin. Park improvements include permeable pavement parking lots, EV charging stations, hydration stations, and new bleachers and shade for baseball and multipurpose fields. DWP will plant approximately 419 trees to replace approximately 126 trees that may be removed as part of the project. The capital cost for the Project is \$186,655,000. DWP is funding approximately 50 percent of the projects costs from its revenues and is seeking Measure W funds for the balance.

Transfer Agreements

At its meeting on August 27, 2020, the AOC also approved the form of the Regional and Municipal Transfer Agreements, required by the County to effectuate the transfer of funds and document performance obligations. The AOC also authorized staff, in conjunction with the City Attorney and the Measure W Working Group, to implement changes if any are instituted at the time the final Agreements are approved by the County. Staff was directed to report back if there are significant changes to the Agreements. Staff recently confirmed that the Board of Supervisors approved the template of the Municipal Transfer Agreement in June 2020 and completed the proposed Fiscal Year 2020-21 Annual Plan required to be submitted within 45 days after execution of the Agreement.

BOS obtained approval from the Board of Public Works (BPW) to execute the Municipal Transfer Agreement and submit the required Annual Plan on September 11, 2020. The transmittal from the Mayor's Office pursuant to Executive Directive No. 3 was received by the CAO on September 21, 2020. The term of the Transfer Agreement is June 25, 2020 through June 30, 2024. The City budgeted \$32 million for Fiscal Year 2020-21, subject to actual tax receipts. Future fund transfers will be subject to new Transfer Agreements as approved by the County. This Office recommends approval of the Municipal Transfer Agreement as submitted.

The County is expected to approve final Transfer Agreements for the Round 1 regional projects at its meeting on October 13, 2020. BOS will request authority to execute those Agreements in a future report.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund as the funding for these projects will be provided by the Measure W, Safe, Clean Water Program, Regional Program funds administered by the County of

Los Angeles. The City expects to receive \$34 million for its local share of Municipal Program funds and awards totaling \$17.6 million, including \$7.3 million going to DWP, from Regional Program funds in Fiscal Year 2020-21.

FINANCIAL POLICIES STATEMENT

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

RHL:SMB:10210037

Attachments

- A – Regional Projects Round 1
- B – Regional Projects Round 2
- C – Bureau of Sanitation Transmittal including Municipal Transfer Agreement

City of Los Angeles SCWP Round 1 Project Submissions and Award

No	Council District	Project Name (Project Developer)	Program	FY20-21 Award	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	TOTAL
Watershed Area – Central Santa Monica Bay										
1	11	Ballona Creek TMDL Project(LASAN) *	Infrastructure - WQ	-	11,000,000	11,000,000	3,000,000	6,894,200		31,894,200
2	1	MacArthur Lake Rehabilitation Project (LASAN)	Infrastructure - WQ	2,000,000	2,000,000	2,000,000	9,397,900	4,697,900	1,947,918	20,043,718
3	N/A	Recalculation of Wet Weather Zinc Criterion (LASAN)**	Scientific Study	-	13,392	35,713	26,785	13,392		89,282
4	N/A	Region-wide Bacteria Study (LASAN)**	Scientific Study	-	53,679	375,750	322,071	350,227	122,414	1,224,141
5	N/A	Central SMB Watershed Area Study (LASAN)**	Scientific Study	-	825,000	475,000	425,000			1,725,000
Watershed Area – South Santa Monica Bay										
6	15	Wilmington Q Street Local Urban Area Flow Management Project (LASAN)	Infrastructure - WQ	570,000	570,000	2,177,000	2,176,700	-	-	4,923,700
7	N/A	Recalculation of Wet Weather Zinc Criterion (LASAN)	Scientific Study	14,471	14,471	23,154	20,261	-	-	57,886
8	11	Gateway Harbor O&M***	Infrastructure - O&M	-	75,000	75,000	75,000	75,000	75,000	375,000
9	N/A	Region-wide Bacteria Study (LASAN)**	Scientific Study	-	55,488	388,416	332,928	362,032	126,540	1,265,404
10	N/A	South SMB Watershed Area Study (LASAN)**	Scientific Study	-	720,000	400,000	300,000			1,420,000

Watershed Area – Upper Los Angeles River										
11	13	Echo Park Lake Rehabilitaiton O&M (LASAN)	Infrastructure - O&M	400,000	400,000	-	-	-	-	400,000
12	2,6	Lankershim Boulevard Local Urban Area Flow Management Project (LASAN)	Infrastructure - FC	5,139,380	5,139,380	5,139,380	5,139,380	5,139,380	5,139,380	25,696,900
13	7	Oro Vista Local Urban Area Flow Management Project (LASAN)	Infrastructure - FC	2,118,120	2,118,120	2,118,120	2,118,120	2,118,120	2,118,120	10,590,600
14	6	Fernangeles Park Storm Water Capture (DWP)	Infrastructure - WS	2,926,262	2,926,262	3,344,299	1,254,112	836,075	-	8,360,748
15	2	Strathern Park North Stormwater Capture (DWP)	Infrastructure - WS	3,247,512	3,247,512	3,711,442	1,391,791	927,861	-	9,278,606
16	2	Valley Village Park Stormwater Capture (DWP)	Infrastructure - WS	1,112,070	1,112,070	1,270,938	476,602	317,734	-	3,177,344
17	N/A	Recalculation of Wet Weather Zinc Criterion (LASAN)	Scientific Study	88,207	88,207	141,133	123,491	-	-	352,831
18	N/A	Region-wide Bacteria Study (LASAN)**	Scientific Study	-	116,404	814,828	698,424	759,480	265,460	2,654,596
19	N/A	Upper LAR Watershed Area Study (LASAN)**	Scientific Study	-	950,000	550,000	350,000			1,850,000
			Total	\$17,616,022	\$31,424,985	\$34,040,173	\$27,628,565	\$22,491,401	\$9,794,832	\$ 125,379,956

* Ballona Creek TMDL Project - WASC did not approve, instructed Sanitation to resubmit for Round 2

** Scientific studies - WASC did not approve

*** Gateway Harbor O&M - WASC did not approve

City of Los Angeles SCWP Round 2 Project Submissions

No	Council District	Project Name (Project Developer)	Program	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	TOTAL
Watershed Area – Central Santa Monica Bay									
1	11	Ballona Creek TMDL Project(LASAN)	Infrastructure - WQ	4,400,000	4,400,000	4,400,000	4,400,000	4,400,000	22,000,000
Watershed Area – South Santa Monica Bay									
2	15	Wilmington Neighborhood Greening Project (LASAN)	Infrastructure - WQ	2,436,600	2,436,600	2,436,600	2,436,600	2,436,600	12,183,000
Watershed Area – Upper Los Angeles River									
3	1	Lincoln Park Lake Neighborhood Greening Project	Infrastructure - WQ	3,726,916	3,726,916	3,726,916	3,726,916	3,726,916	18,634,580
4	8	Broadway-Manchester Multi-Modal Green Streets Project (BSS)	Infrastructure - WQ/WS	2,607,600	2,607,600	2,607,600	2,607,600	2,607,600	13,038,000
5	7	David M. Gonzales Stormwater Capture Project (DWP)*	Infrastructure - WS	388,000	581,000	1,550,000	2,130,000	3,099,000	7,748,000
6	2	Valley Plaza Park Stormwater Capture Project (DWP)*	Infrastructure - WS	515,000	772,000	2,059,000	2,831,000	4,118,000	10,295,000
7	2	North Hollywood Park Stormwater Capture Project (DWP)*	Infrastructure - WS	1,848,000	2,772,000	7,392,000	10,164,000	14,784,000	36,960,000
			Total	\$15,922,116	\$17,296,116	\$24,172,116	\$28,296,116	\$35,172,116	\$120,858,580

*DWP developed an eight-year cash flow for these projects but only five years are depicted for consistency. Future years will be reflected on a rolling basis.

**BOARD OF PUBLIC WORKS
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DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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ROOM 361, CITY HALL
LOS ANGELES, CA 90012

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<http://bpw-loscity.org>

September 11, 2020

BPW-2020-0553

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

**TRANSFER AGREEMENT NO. 2020MP47 - LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT - SAFE CLEAN WATER PROGRAM**

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

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 approve the Transfer Agreement (No. 2020MP47, Safe, Clean, Water Program) Municipal Program between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Safe Clean Water Municipal Program Funds.

There is no impact to the General Fund.

Sincerely,

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

FC:CH:lc



RPW-2020-0553

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
SEPTEMBER 11, 2020

CD: ALL

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
AND REFERRED TO THE MAYOR

SEP 11 2020
AND REFERRED TO THE CITY COUNCIL

Chang &
Executive Officer
Board of Public Works

APPROVE THE MUNICIPAL TRANSFER AGREEMENT (AGREEMENT NO. 2020MP47, SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM) BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES LA SANITATION AND ENVIRONMENT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Transfer Agreement (No. 2020MP47, Safe, Clean, Water (SCW) Program – Municipal Program (Transmittal 1), between the City of Los Angeles (City) and the Los Angeles County Flood Control District (District) for the transfer of SCW Municipal Program Funds.
2. Upon execution by the Board, request the City Clerk to attest and certify eight original copies of the Agreement. The City Clerk and the Board are each to retain one original copy, and return the remaining six copies to Sheila Brice, Watershed Protection Division.

TRANSMITTALS

1. Transfer Agreement (No. 202MP47 SCW Program – Municipal Program) including Exhibits A, B, C, and D.
2. City Municipal Annual Plan prepared by LASAN, to satisfy the requirements contained in Exhibit A of the Transfer Agreement.

DISCUSSION

The approval of the Municipal Transfer Agreement (Agreement) will assist LASAN to execute and enter into an agreement with the Los Angeles County Flood Control District (District). The Agreement establishes the requirements and conditions to receive the distribution of SCW Municipal Program funds. After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full execution. The District will then return the fully executed Agreement to the City 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

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the Regional Program, 50% of the revenues generated annually are allocated to Los Angeles County's nine watershed areas. For the Municipal program, an estimated \$114 million will be allocated to Los Angeles County's 87 cities and unincorporated areas. The Municipal fund's allocation is in proportion to the tax collected in each jurisdiction on an annual basis. The City's estimated Municipal Fund for FY 20-21 is \$37 million, but subject to change based on the actual collected tax revenues. LASAN has been identified as the City's lead and fund administrator for the SCW Program by an ordinance amending Los Angeles Administrative Code (LAAC) Sec. 5.594.

On June 9, 2020, the County of Los Angeles, Board of Supervisors approved the Agreement Standard Template to assist and facilitate the transfer of SCW Program funds to Municipalities. Transmittal No. 1 (which includes Exhibit A, B, C, and D) represents the adopted Municipal Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

- 1) Exhibit A – Annual Plan Contents
- 2) Exhibit B – General Terms and Conditions
- 3) Exhibit C – Nature-based Solutions (Best Management Practices)
- 4) Exhibit D – Operations and Maintenance Guidance Document

Exhibit A or the Annual Plan Contents require LASAN to prepare annual SCW Municipal Program planned expenditures. The Annual Plan for FY 20-21 (Transmittal No. 2), was prepared by LASAN to satisfy the requirements under Exhibit A of the Agreement and the SCW Municipal Program. Disbursement of the Municipal SCW Funds will be within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 FY, whichever comes later.

The term of the Agreement expires at the end of FY 2023-24. LASAN and the District shall thereafter enter into a new Agreement based on the most recent Agreement Standard Template from the District.

Project Administration

LASAN will administer the Agreement with the District upon full execution of the Agreement

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney's Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and Transmittals were approved by PRD on July 16, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe. Clean Water Program - Municipal Program Funding. Funds received from this

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Agreement will be deposited into the Measure W - Safe Clean Water - Municipal Program
Special Fund No. 60W, Departmental Revenue Source 3183.

Respectfully submitted,



ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:



Digitally signed by Lisa B. Mowery
DN: cn=Lisa B. Mowery, email=lisa.mowery@lacity.org, c=US
Date: 2020.09.01 12:45:28 -0700

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation

Date: 9/1/20

Prepared by:
Sheila Brice, WPD
sheila.brice@lacity.org

TRANSMITTAL 1

JPH - 2020-052

Municipal Program
Agreement No.. 2020MP47

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
LOS ANGELES
AGREEMENT NO. 2020MP47
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Los Angeles, hereinafter referred to as "Municipality."

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, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, 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:

Municipal Program
Agreement No.: 2020MP47

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

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

"Days" means calendar days unless otherwise expressly indicated.

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

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Los Angeles	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact 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 – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

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

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipal Program
Agreement No.. 2020MP47

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions. (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06 D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. 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.
- E. 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.

Municipal Program
Agreement No.: 2020MP47

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. 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 Municipality 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 Municipality: (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.

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

LOS ANGELES

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

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EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including 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.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS**B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality 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 Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's 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 Municipality 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 SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality 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 Municipality 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 Municipality 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

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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 Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, 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 Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
<u>Fiscal Year</u>	<u>Audit Begins</u>	<u>Audit Report Due to District</u>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

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reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

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.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment 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 Payment, the District shall not be obligated to make any disbursements to the Municipality 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 Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality 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 Municipality 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 Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment 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. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law Regulations etc

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

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B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project 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 a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. 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 Municipality. SCW Program Payments 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-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed

Upon completion of the project, the Municipality 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-15. Force Majeure.

In the event that Municipality 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 Municipality, 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-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District 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 Payments shall not be used in connection with any Project 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 Project 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 Project 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 Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, 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, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18 Independent Actor

The Municipality, 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 Municipality 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-19. 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 Municipality, 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.

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B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality 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, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality 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.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

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

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B-23. 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-24. Notice

1. The Municipality 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 Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or reincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality 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, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. 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.

B-25 Municipality's Responsibility for Work

The Municipality 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 Municipality 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 Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

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

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

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- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality 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-27. Representations, Warranties, and Commitments

The Municipality 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 Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, 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 Municipality 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

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instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. **No Litigation.** There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
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 Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. **Legal Status and Eligibility.** The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. **Good Standing.** The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. 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 Municipality. 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-29 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.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

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2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

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

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. 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 capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report 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, Annual 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. Municipalities 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.



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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 11 and 20 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 21 and 40 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 – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

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

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities 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 for infrastructure projects. 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

- Regular 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.
- Regular 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)
 - Regular 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

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

TRANSMITTAL 2



SAFE
CLEAN
WATER

BPW-2020-0553

City of Los Angeles Safe Clean Water Program 2020-21 Municipal Annual Plan





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Executive Summary

Safe Clean Water Program

Creating a More Sustainable and Livable Future for Los Angeles

Background

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

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

The SCWP includes both regional and municipal funding opportunities. On the Los Angeles County regional level, 50% of the revenues generated annually (an estimated \$142 million) are allocated to Los Angeles County's nine watershed areas with the percentage of funds that each watershed area receives being proportional to the tax revenues collected within each watershed boundary. On the municipal side of the SCWP, an estimated \$114 million will be allocated to Los Angeles County's 87 cities and unincorporated areas for multi-benefit water quality and water capture projects. The City of Los Angeles will receive an estimated \$34 million annually. The City's Administrative Oversight Committee (AOC) will provide program oversight, with the Safe Clean Water (SCW) Special Fund tracking the revenues and expenditures for the program.

LA Sanitation and Environment (LASAN) has been identified as the City of Los Angeles' lead for the SCWP, leading an internal working group of key departments to coordinate efforts and recommending to the AOC which projects move forward for municipal funding. As the lead agency for watershed management and water quality compliance programs for the City of Los Angeles, LASAN is uniquely positioned to partner with other city departments, municipalities, regional agencies and community-based organizations to coordinate the City of Los Angeles' participation in the SCWP.



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City's SCWP Municipal Annual Plan Fiscal Year (FY) 20-21

The City's SCWP's goal is to maximize the benefits to water quality, water supply and community reinvestment for Los Angeles in the implementation of multi-benefit, nature-based stormwater SCW projects. The City SCW Municipal Annual Plan (FY 20-21) outlines the projects, programs, operations and maintenance (O&M), and public outreach activities that will be funded by the SCWP Municipal funds allocated for the City for FY 20-21.

For FY 20-21 SCWP funding, the City will implement the following infrastructure, programs, O&M, and Outreach to achieve the SCWP goals:

- 1) Construction of five Dry weather Diversion (DWD) systems that will divert dry weather flow from the prioritized stormwater outfalls to sanitary sewers for treatment at the Hyperion Water Reclamation Plant (HWRP) to meet the mandated Total Maximum Daily Load (TMDL) regulations, prevent and reduce the high bacteria levels in dry-weather discharge to the Arroyo Seco and Los Angeles River, and provide water supply and recycling benefits for the City. Additionally, construct the Sepulveda Green Median project that will provide nature based stormwater treatment system, and community benefits to a disadvantaged community in the City.
- 2) Implementation of the City's Municipal SCWP that will support City's current and future municipal stormwater activities and projects to improve the quality of local rivers, creeks, lakes and bays, capture stormwater and reduce the City's reliance on imported water. The City's SCW Municipal Program will provide annual funding for municipal-based projects, as well as help plan for City's regional stormwater projects. The program will help implement nature-based solutions, and will help achieve the multi-beneficial goals of capturing, cleaning and storing stormwater, as well as provide community enhancements such as the rehabilitation of public parks, streets, alleys and/or trails.
- 3) Implementation of the O&M program and activities for stormwater systems and projects that are prioritized for the SCW FY 20-21 O&M funding. The City recognizes that in order to maintain and protect the benefits of the stormwater projects in the years to come, an effective operation and maintenance (O&M) program is essential. This document describes the O&M activities to be funded by SCW Funds for FY 20-21, as well as the associated future O&M activities for the projects that will be constructed and funded by the SCW Funds for FY 20-21.
- 4) Implementation of SCW Municipal Public Outreach Program that will provide for community outreach, public engagement, and development of materials and outreach services to support the City's SCWP and projects, as well as O&M program and activities, related to the stormwater projects. The outreach activities will include a wide variety of methods, ranging from social media outreach to community events and E-blasts.



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A-1. Description of Projects

The following six municipal projects are planned to be implemented and funded through SCWP Municipal Program starting in Fiscal Year 2020-2021 (FY20-21):

1. Arroyo Seco Urban Water Quality Improvement Project No. 1 (AS-15)
2. Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)
3. LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)
4. LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)
5. LAR Segment B Urban Water Quality Improvement Project No. 3 – (R2-G)
6. Sepulveda Green Median Project

These projects are adopted as part of LASAN's annual budget process through the Capital Improvement Expenditure Plan (CIEP).

A. PROJECT DISCUSSION (AS-15, AS-21, R2-2, R2-G, AND R2-J):

The results from the ongoing stormwater quality monitoring program, led by the City of Los Angeles LASAN, identified high bacteria levels in dry-weather discharge to the Arroyo Seco and Los Angeles River. In order to meet the mandated Total Maximum Daily Load (TMDL) regulations, the LASAN and Bureau of Engineering (LABOE) proposed five Dry Weather Diversion (DWD) systems: two DWD systems to divert dry weather flow from the Arroyo Seco (AS), and three DWD systems to divert dry weather flow from the Los Angeles River, Reach 2 (R2).

These DWD systems will divert dry weather flow from the prioritized stormwater outfalls to sanitary sewers for treatment at the Hyperion Water Reclamation Plant (HWRP). The DWD systems consist of storm drain diversion structures with weirs and pipelines, trash collection maintenance holes, pump stations, discharge pipes, pressurized pipes, valve and meter vaults, power supplies for pump stations, a Supervisory Control and Data Acquisition (SCADA) system, and instrumentation.

The first two letters before the hyphen of each site name indicate which river they flow to, and the numbers or letter following the hyphen indicate the respective sub-basin. The DWD projects are within Council District 1 (AS-15) and Council District 14 (AS-21, R2-2, R2-G, and R2-J).



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Below are the project descriptions of the five DWD systems:

1. AS-15 (Arroyo Seco Urban Water Quality Improvement Project No. 1)

The AS-15 DWD project is located adjacent to Sycamore Grove Park at the southeast corner of N Figueroa St and S Avenue 49. The DWD will divert maximum dry-weather flow of 0.32 cfs from a City-owned 9 ft x 9 ft box culvert storm drain (SD) which runs perpendicular to the Arroyo Seco Parkway. Flow will enter the 42-inch sanitary sewer (SS) located at the Sycamore Grove Park access road.

This project will construct a diversion system seven feet downstream of the existing 18-inch vitrified clay pipe (VCP) sewer and connect to the 42-inch sewer. The components will be located south of the Department of Recreation and Parks (RAP) building and north of the 42-inch SS within the unpaved access road parallel to the 110 Freeway, which is just outside the park improvements but within RAP property. Dry-weather flows will be diverted from the existing 9 ft x 9 ft Reinforced Concrete Box (RCB) SD and then gravity flow through an 18-inch Reinforced Concrete Pipe (RCP) line into the DWD system. The entire DWD system is laid out horizontally west to east. Diverted stormwater flows will be pumped via a 4-inch force main into an existing 42-inch SS located just north of Arroyo Seco Parkway. This layout will have the least amount of disruption to existing RAP facilities. Placing the DWD system in the access road will provide ease of access for the contractor during construction and for LASAN personnel for maintenance.

2. AS-21 (Arroyo Seco Urban Water Quality Improvement Project No. 2)

The AS-21 DWD project is located at Hermon Dog Park north of Via Marisol Street and south of Monterey Road. This DWD will divert a maximum dry-weather flow of 0.03 cfs from a City-owned 24-inch diameter storm drain and a 30-inch diameter storm drain which runs through Hermon Dog Park to an 18-inch sewer line in Via Marisol.

The project will construct two diversion structures that will capture flows from the corresponding drainage area. The first structure will divert runoff from the 30-inch brick storm drain on Via Marisol just before the storm drain connects to the 39-inch storm drain within the park. It is likely that a portion of the brick storm drain will need to be replaced during construction. The second structure will divert runoff from the 24-inch RCP on Via Marisol, just before the storm drain connects to the 39-inch storm drain. Diverted flows will flow by gravity from an 18-inch RCP into an intermediate collection structure before entering the trash collection and DWD wet well. The diverted stormwater flows will be pumped via a 4-inch force main that will be constructed parallel to an existing 8-inch SS (northside). The flows will discharge into an existing 18-inch SS Manhole (MH) located 1,400 ft west in Via Marisol Street just before Arroyo Seco Pkwy intersection. This project will locate the DWD system in the sidewalk and adjacent street, 400 ft northwest of Via Marisol and Monterey Rd intersection, thus eliminating impacts to RAP property. This site was selected due to its location outside of the RAP right-of-way (ROW). This will allow the project to be constructed without removing any trees or buildings and will provide greater access for LASAN staff to conduct maintenance activities.



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3. R2-02 Phase II (LAR Segment B Urban Water Quality Improvement Project No. 1)

The R2-2 DWD system for this project is located on 2nd Street, between Alameda Street and Rose Street. There are several large apartment complexes along 2nd Street. This DWD will divert a maximum dry-weather flow of 1.77 cfs from a LA-County owned 11.5 ft (W) x 13 ft (H) box culvert storm drain which runs west to east in 2nd Street. Diverted storm water will discharge to one of the sewers in the vicinity. The diverted flow will be conveyed to a trash collection MH and a pump well on the north side of the storm drain. Flow will be pumped eastward along 2nd Street to an existing sanitary sewer MH located at the intersection of 2nd Street and Rose Street, where an 18-inch and an 8-inch diameter sewer discharge pipeline is located. The recommended layout for this alternative place the majority of pipeline and construction work on one side of the street, away from the apartment complex garage entrance. This results in the least amount of disruption to the surrounding neighborhood and infrastructure. The linear layout of the DWD system components will also make operations and maintenance efforts more efficient.

4. R2-G (LAR Segment B Urban Water Quality Improvement Project No. 3)

The R2-G DWD project is located below the 101 Freeway in the ROW of Mission Road. Of the five DWD sites, R2-G site has the most traffic and is the only site near a state highway. Mission Road passes underneath the 101 Freeway, which has several onramps and off ramps in the vicinity. The DWD will divert a maximum dry-weather flow of 1.25 cfs from a City-owned 7.5 ft diameter arch culvert, 12 ft (W) x 9 ft (H) box culvert, and 12 ft (W) x 10 ft (H) box culvert which all run east-west in Elliott St and discharge to the adjacent LA River outfall. Diverted storm water will discharge to one of the sewers in the vicinity. Elliott Street has been vacated and is now privately-owned in conjunction with property to the north on Mission Road.

This project would intercept the storm drain flows from Cesar Chavez Road, and place the diversion structures in the middle of Mission Road. The DWD will connect to an existing MH on the 24-inch sewer line in Mission Road just upstream of the existing inverted siphon. Selection of this MH would allow for a shorter connection pipeline which would help reduce capital cost and associated excavation cost. The linear layout of the DWD system components will also help alleviate impact to traffic during construction and will allow for safer access for future operations and maintenance efforts.

5. R2-J Phase I (LAR Segment B Urban Water Quality Improvement Project No. 2)

The R2-J DWD project is located at the intersection of Palmetto Street and Santa Fe Avenue. This site is near businesses, restaurants, and apartment complexes. This DWD will divert a maximum dry-weather flow of 0.34 cfs from two perpendicular 90-inch storm drains to an 8-inch sewer. The storm drains which run east-west, parallel to the 8-inch sewer, is owned by Los Angeles County. The perpendicular (northwest-southeast) storm drain is owned by the City of Los Angeles. Diverted storm water will discharge to the 8-inch sewer in Santa Fe Avenue.



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The dry-weather flow will be intercepted on the 90-inch diameter storm drains in Palmetto Avenue and Santa Fe Avenue, respectively. This option places all DWD system components in close proximity, avoiding the need for dual trash collection maintenance holes. The flow will be combined at a trash collection MH which will then be pumped to the existing MH. The project components will be constructed outside of the roadways, within the concrete pavement adjacent to the main traffic lanes on Santa Fe Avenue. The DWD system layout will allow for the least amount of disruption to the busy road system during construction and ensure safer access for future operations and maintenance.

HOW THE DWD PROJECTS WILL MEET SCW GOALS

These projects are located in the drainage area of Segment B of the Los Angeles River, and are included in the Upper Los Angeles River Enhanced Watershed Management Program. Specifically, these DWD projects will divert dry-weather flows from two sub watersheds that are tributary to the Arroyo Seco and three sub watersheds that are tributary to Los Angeles River (LA River). Both the Arroyo Seco and LA River are negatively impacted by the various pollutants contained within urban runoff. By diverting the dry-weather flows from the Arroyo Seco and LA River and pumping this water into local sanitary sewers for treatment at the City's Hyperion Water Reclamation Plant (HWRP), the following key benefits would be accomplished:

- Minimize or eliminate the discharge of potentially polluted dry weather runoff from the receiving waters;
- Divert dry weather runoff in the stormwater collection system to the wastewater collection system to be conveyed to HWRP for treatment and reuse;
- Improve health of local watersheds;
- Improve health of marine life and of health of people that use beaches; and
- Improve local water supply reliability.

DWD Project Schedule, Quantitative Targets and Metrics:

Below are the quantitative targets and corresponding project metric tables for these DWD projects. Progress metrics and completed project phases would be reported in subsequent Municipal Expenditure Reports.

Table 1A. Project Schedule for the Five DWD systems:

Phase	Estimated Start Date	Estimated End Date
Pre-design	12/01/2018	10/30/19
Design	11/01/2019	07/30/2020
Right of Way/Approvals	11/01/2019	07/30/2020
Bid and Award	08/01/2020	01/31/2021
Construction	02/01/2021	08/31/2022
Post-Construction Optimization	09/01/2022	09/01/2023

Table 1B. DWD Systems Targets and Metrics for FY 20-21 and at Project Completion

Project / Phase	Project Completion (1)		FY 20/21 Annual Plan (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 (3)</i>	<i>Status Completion</i>
Arroyo Seco No. 1 – (AS-15)	0	3	B&A / Const.	100% / 5%
Arroyo Seco No. 2 – (AS-21)	0	3	B&A / Const.	100% / 5%
LAR Segment B No. 1 – (R2-02)	0	3	B&A / Const.	100% / 5%
LAR Segment B No. 2 – (R2-J)	0	3	B&A / Const.	100% / 5%
LAR Segment B No. 3 – (R2-G)	0	3	B&A / Const.	100% / 5%

Notes for the above Table 1B:

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.
3. B&A = Bid and Award; Const. = Construction



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B. PROJECT DISCUSSION – SEPULVEDA GREEN MEDIAN PROJECT

The Sepulveda Green Median is a LASAN in-house Design/Build project. The project is located on Sepulveda Blvd. between Haynes Street and Lemay Street in Council District 6 within the City of Los Angeles. The project is an existing median island that runs parallel to Sepulveda Blvd, with Sepulveda Blvd being on the east side of the island and the access road N. Sepulveda Blvd to its west. The median island is 13 feet in width and approximately 1,300 feet in length. It is currently filled with dry vegetation, overgrown bushes, palm trees, and utility poles, making it inaccessible for pedestrian travel. This project is located in a Disadvantaged Community and is prone to flooding due to the lack of stormwater infrastructure in the area.

The approximate 1,300 linear feet median island will be enhanced as an urban green passageway providing much needed public access and connectivity along this urban dense corridor. In addition, it will create an aesthetic landscape buffer for pedestrians utilizing the island by shielding them from the ongoing traffic on Sepulveda Blvd. The project scope includes construction of a 5 ft-wide decomposed granite (DG) walkway path and 7 ft-wide of landscaping that will run the length of the median, intersecting the newly constructed concrete seating area and shade covering at the existing Metro bus stop. Construction of four new ADA-compliant ramps on the median and upgrading 3 existing access ramps outside the median to satisfy the current ADA codes. A passive irrigation system, called Permavoid, will be installed to sustain the landscaped area, and eliminate the need for the traditional sprinkler system. Dense hedge-like plants and low-growth trees will be planted along the Sepulveda path to provide noise and aesthetic buffer to the adjacent residential neighborhood in the highly urbanized City corridor.

In summary, the key project elements include:

1. Construct four new access ramps and upgrade 3 existing access ramps
2. Plant new trees
3. Construct a decomposed granite 5 ft-wide walkway
4. Add a concrete bus stop waiting area with benches and shade
5. Install a passive irrigation system called Permavoid
6. Plant native vegetation/community landscaping

HOW THE PROJECT WILL MEET SCW GOALS

This project is located in the drainage area of Segment D of the Los Angeles River which is included in the Upper Los Angeles River Enhanced Watershed Management Program that has been identified as a contributor of elevated bacteria concentrations. Implementation of the project will aid in lessening bacteria discharge to the Los Angeles River. Below are some of the examples of how the project will help meet SCW Program Goals.

- Water Supply demonstrated benefits by capturing stormwater through a series of catch basins, cleaning and treating the stormwater with the use of first flush drain inlet systems,



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storing it in the Permavoid system and using it to irrigate the landscaping. Eliminating the need for a sprinkler system.

- Water Quality and Public Health benefits by cleaning up contaminated water, increasing access to open space, providing additional new green space, and help the community mitigate and adapt to the effects of climate change through increasing shade and green space.
- Multi-benefit project that prioritizes Nature-Based Solutions.
- Project encourages innovation of new technologies and practices with the use of the passive irrigation system providing this DAC community several benefits.

This project also provides benefits to the adjacent disadvantaged neighborhood through aesthetic community enhancement, increased pedestrian connectivity, and reduction of risks to pedestrians. In addition, native, drought tolerant landscaping will sequester and store carbon providing health benefits to a neighborhood bordering a major transportation corridor.

Sepulveda Green Median Project Schedule, Quantitative Targets and Metrics:

The quantitative targets and corresponding project metric tables for the project are listed below. Progress metrics and completed project phases would be reported in subsequent Municipal Expenditure Reports.

Table 1C. Proposed Project Schedule

TASK	FY 2019/20	FY 2020/21
PRE-DESIGN	100%	0%
DESIGN	100%	0%
CONSTRUCTION	0%	100%

Below are the quantitative targets and corresponding project metric table for this project, with the project expected for completion prior to end of FY 20-21.

Table 1D. Sepulveda Green Median – Design/Build Project

Project / Phase	FY 20/21 Annual Plan (1)		FY 20/21 Project Completion (2)	
	Quantitative Target	Corresponding Metric	Quantitative Target	Corresponding Metric
Sepulveda Green Median	<i>Project Task</i>	<i>Status Completion</i>	<i>Project Task</i>	<i>Annual Maintenance Visits (each)</i>
	Construction	100% by June 2021	Operation and Maintenance	12-24

Notes for the above table:

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.

Table 1E. Estimated Project Cost Amount. The following costs describe the SCW Project funding:

Project Name	FY 20-21 SCW Allocation
A-1 Funded Activity (Projects)	
Arroyo Seco Urban Water Quality Improvement Project No. 1 – (AS-15)	\$ 625,000
Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)	\$ 1,607,500
LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)	\$ 1,250,000
LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)	\$ 1,250,000
LAR Segment B Urban Water Quality Improvement Project No. 3 – (R2-G)	\$ 1,713,440
Sepulveda Green Median	\$ 900,000
TOTAL	\$ 7,345,940



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A-2. Description of Programs

THE MUNICIPAL SAFE CLEAN WATER PROGRAM STRATEGY

As the lead agency for the SCWP, LASAN presides over an internal working group comprised of key departments that coordinate efforts and recommend projects for SCWP municipal funding. LASAN, in collaboration with the working group and the AOC, will also develop a plan to outline current and future projects and O&M needs for the City to be funded by Measure W for both Municipal and Regional programs. The plan will build on and provide support for the various water quality improvement programs, plans, and projects that the City has been implementing over the past years, including the various green infrastructure and distributed projects throughout the City.

Moreover, the City's SCWP encompasses LASAN's and the Working Group's efforts to identify and prepare infrastructure projects for both Regional and Municipal funding opportunities. This strategy will help the City focus on the highest priority projects, and thus help the City meet its water quality compliance goals while also increasing local water supply potential and maximizing community benefits.

One of the programs that will also be supported by the Municipal funds through optimization and O&M activities include the Proposition O–Clean Water Bond, which constructed stormwater and green infrastructure projects to prevent and remove pollutants from regional waterways and the ocean, protect public safety, and address federal Clean Water Act (CWA) regulations. Moreover, the Municipal SCWP funds will also build on projects identified from the five Enhanced Watershed Management Programs (EWMP), and one Watershed Management Program (WMP), that the City completed as part of its Municipal Separate Storm Sewer System (MS4) permit requirements.

The Municipal SCWP funds will also be used to fund the water quality improvements and green infrastructure for the City's Complete Streets Program. The City's Complete Streets Program was launched in 2018 and is being led by the City's Bureau of Engineering, in partnership with LASAN, the Department of Transportation (LADOT), the Bureaus of Street Services, and Street Lighting. The Program's goal is to ensure the safety, accessibility, and convenience of transportation users, as well as enhance, and beautify City streets to foster healthy recreational activities, and provide multi benefits to the communities. Stormwater and water quality improvements BMPs will be incorporated when feasible, in the design, development, and implementation of Complete Streets projects. The BMPs will help capture, filter and treat stormwater runoff from the roadway, driveways, and sidewalk area. The numerous benefits of incorporating stormwater BMPs into the Complete Street Program include:

- Reduction in total stormwater volume entering the storm drain system
- Lowers peak flow intensities and helps to make flow rates more consistent during large rain events
- Removes pollutants (including metals, oils, and bacteria) from urban runoff, improving the water quality of runoff that flows into natural bodies of water
- Provides an attractive and valuable public space amenity



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Lastly, by building on and continuing the various stormwater and water quality improvement programs, the City's SCWP ensures more effective use of public funds, timely and effective compliance with stormwater permit requirements, and effective and continued support for current City's stormwater infrastructure and green projects.

MUNICIPAL SCWP CRITERIA AND METRICS

Municipal Project Scoring Criteria

The City also developed the Municipal Project Specific Scoring Criteria (Criteria) to evaluate projects being proposed for implementation under the City's Municipal Program. Under the guidance and direction of Executive Directive #25, the Criteria aligns the SCWP with the goals of the City's Green New Deal. The Criteria consists of six main categories: (1) Water Quality; Water Supply; Flood Protection; Environmental Justice, Disadvantaged Communities, and Resiliency; Resources; and Operations and Maintenance for a total of 110 points.

Overall the Criteria mirrors the LACFCD SCWP Regional Scoring Criteria in order to meet SCWP goals and facilitate selection. The Criteria also highlights the City's values and priorities such as community investments for flood protection, environmental justice, disadvantaged communities, and climate resiliency. Lastly, the Criteria would be evolving and updated over time as the SCWP and City program are refined over the course of the SCWP implementation.

The Criteria structure is described below:

- The Water Quality category is allocated 40 points (~36%) of the total criteria and is aimed at highlighting projects with the most water quality benefits. Particularly, the category ranks projects based on influent water quality, the population density served by the project, EWMP compliance requirements, the impact and expenditure rate of the Proposition O program, water quality compliance progress achieved by the project, and the cost effectiveness of the load reduction achieved by the project.
- The Water Supply category is allocated 20 points (~18%) of the total criteria and is aimed at highlighting projects that advance the City's water resiliency goals. Particularly, the category ranks projects based on the project's ability to offset potable water use, the cost effectiveness of the water supply benefit, and the projects ability to tap into non-potable water resources year-round.
- The Flood Protection category is allocated 15 points (~14%) of the total criteria and is aimed at highlighting projects that aid in flood protection. Particularly, the category ranks projects based on the nature of existing flooding impacts such as severity, impacts to pedestrians and traffic, and mitigation of flooding impacts such as prioritizing larger design storms and removing flood zone designations



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- The Environmental Justice/Disadvantaged Community /Resiliency category is allocated 20 points (~18%) of the total criteria and is aimed at incorporating Equity and resiliency programmatically into project selection for the City's SCWP Municipal Program. Particularly, the category ranks projects based on the project's ability to directly benefit a Disadvantaged Community, the project's ability to provide community enhancements and additions (such as multi-modal benefits, public health and environmental remediation, recreation opportunities, partnerships with community and local workforce development, and preservation/enhancement of local character and community views), biodiversity resiliency, and climate resiliency.
- The Resources category is allocated 10 points (~9%) of the total criteria and is aimed at prioritizing project readiness such as leveraged funding and community engagement. Particularly, the category ranks projects based on amount of funding available for leveraging and the partnerships and engagement sought out by the project including departmental collaboration, alignment with City directives and stakeholder engagement.
- Lastly, the O&M category is allocated 20 points (~5%) of the total criteria and is aimed at prioritizing cost effectiveness of projects' long-term operation and maintenance.

Municipal Program Metrics

In addition to the Municipal Scoring Criteria above that will help ensure quantitative evaluation of Municipal projects against SCW goals, LASAN will track the following metrics to help ensure strategic and efficient implementation of the program. The metrics will measure and evaluate key performance indicators in the following program areas:

- 1) Planning Metrics
 - Number of feasibility studies (minimum of two for FY 20-21) for SCW Regional Round 2 project applications;
 - Identification and development of concept reports for municipal projects;
 - Project Tracking, and Database (Design, Development, and Implementation) for Streamlined Community Outreach and Reporting, DAC, and flood protection benefits;
 - Monitoring Events/ Activities to support Project identification
- 2) Stormwater Regulatory Compliance Metric
 - EWMP revisions for stormwater project identification
- 3) Stakeholder and Community Involvement Metric
 - Community meetings and engagements activities
- 4) Operation and Maintenance Metric
 - Number of O&M activities to optimize and maintain stormwater and green infrastructure projects



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5) Governance, Oversight and Implementation Metric

- OAC establishment
- Establishment of guidelines, policies and ordinances to support SCWP Implementation
- Partnership and Collaboration building (leveraged funds, project partnering)

THE MUNICIPAL PROGRAM'S WATER QUALITY GOALS

Stormwater improvement projects are intended to improve the quality of a downstream waterbody are typically driven by regulations such as the Total Maximum Daily Loads (TMDLs) and/or 303(d) listings. As required by the Los Angeles County MS4 Permit, the City prepared several EWMPs and one WMP to address impairments to downstream water bodies such as rivers, bays, and oceans. The EWMPs specified both regional and distributed projects predicted to achieve the required pollutant load reduction(s) by the TMDL-specified deadlines. The Dry Weather Diversion (DWD) projects that are included in this Annual Plan address and are part of the City's compliance strategy to meet TMDL and EWMP requirements.

Additionally, LASAN and the working group will address the process of planning, designing, and constructing the SCW projects under the Municipal Program, and cooperating with other local agencies where multiple parties are involved, and ensure that these projects meet the water quality goals, and applicable water quality permit requirements. LASAN is involved in project design from the outset and, upon project completion, and in most cases, owns the facilities (or stormwater-related components) as part of its stormwater fixed assets. This strategy allows LASAN to best operate and maintain these projects and ensure they provide the expected water quality benefits throughout their anticipated life cycle.

Lastly, improving local water quality is a high priority for the City of Los Angeles, and is included in the Mayor's 2019 Green New Deal, which includes a goal of building at least 10 new multi-benefit stormwater capture projects by 2025, 100 by 2035, and 200 by 2050. LASAN plans to align the City's SCW Municipal Program in order to effectively achieve LA's water quality goals.

THE MUNICIPAL PROGRAM'S WATER SUPPLY GOALS

Increasing the City's local water supply potential is another important and significant goal for the City's SCW Municipal program. In recent years, the City passed two Mayor's Executive Directives directly concerning water supply: Executive Directive Number 5, which seeks to reduce potable water use and imported potable water demand, and created an integrated strategy to increase local water supply; and Executive Directive Number 7, which directed City departments to implement the goals of the *Sustainable City pLAn*.

The City's 2019 Green New Deal includes a goal to source 70% of our water locally and capture 150,000 acre-feet per year of stormwater by 2035. Projects built through the SCW Municipal Program can also support this goal; LADWP is the City's lead on developing stormwater



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projects that maximize the local water supply potential, as well as controlling water rights in the groundwater basins and the treatment and delivery of drinking water. Building projects that support both water quality and water supply will provide opportunities to leverage LADWP funds for water supply with SCW Program funds to improve local water quality.

MULTI-BENEFITS AND COMMUNITY REINVESTMENT

In addition to the primary benefits discussed above, the City's SCWP will also seek to implement projects that provide multi and reinvestment benefits, to the communities in which the projects are constructed. These benefits can generally be grouped into environmental benefits and community benefits, and would help address environmental or social equity targets (including Disadvantaged Communities or DACs), as well as those included in the City's Sustainable City pLAN, in relation to environmental justice, economic equity, and job creation initiatives.

Finally, improving the City's capacity to reduce localized flooding is a critical priority for the City. The SCWP's focus on green stormwater infrastructure such as bioswales combined with dry wells and other green stormwater infrastructure, can effectively help and reduce localized flooding. This has been successfully implemented in the past through the City's distributed green streets projects, where flooding and associated impacts on pedestrians has been significantly reduced. Expanding such green street projects and programs through SCW Municipal funding can provide and enhance benefits to the communities.



A-3. Operation and Maintenance Activities

The City operates and maintains one of the largest grey and green infrastructure stormwater systems in the nation, serving a population of over four million within a 600 square mile service area, and encompasses a comprehensive maintenance program that includes preventive, proactive, predictive, and corrective maintenance measures. O&M is a critical component to ensure the proper performance of the City's green and grey stormwater infrastructure over the systems' designed service life. Properly planning and executing O&M activities from upstream pretreatment devices (e.g., trash/debris interceptor, sedimentation basin) through all other components of a project, can significantly improve the lifespan of the City's projects, thereby increasing the project benefits at the project and watershed scale. The City considers O&M requirements throughout the project's design, construction, and optimization phases to properly develop and implement O&M activities for the projects life cycle.

The City's O&M program for stormwater projects is funded from multiple funding sources including the Stormwater Pollution Abatement Charge (SPAC), wherein appropriations are balanced between the existing needs of the pollution abatement and flood control programs, as well as other alternate funding sources, including Federal and State grants and private development fees. The passage of SCWP creates a significant funding stream that the City will maximize to build, operate and maintain multi-benefit, nature-based stormwater management projects.

The City's Municipal Annual Plan for FY 20-21 includes the following O&M activities:

(1) Catch Basin (CB) BMP Replacement Program

The Trash TMDL imposed by the LA Regional Water Quality Control Board requires the City to maintain its zero-trash discharge into the impaired waterbodies (e.g., LA River, Ballona Creek, Machado Lake and Santa Monica Bay) or face financial liabilities. The proposed Contract, to be obtained through a Request for Proposals, is intended to address this requirement by replacing outdated and damaged CB BMPs (i.e., inserts and curb opening screens) throughout the City. The initial installations of CB BMPs started in the year 2000 and many of the existing devices have reached their service life and are no longer functional. The City retrofitted over 40,000 CBs citywide over a course of 15 years in order to fully meet the Trash TMDL final milestone. This new contract will serve as the basis of the CB BMP Replacement Program which is intended to be a Citywide annual program that retrofits 2,000 CBs annually to ensure all retrofitted CBs are operational in keeping trash out of the storm drain system and thus maintaining full Trash TMDL compliance. The CB BMP Replacement Program has a proposed Annual Budget of \$2 million/year.

(2) City's Operation and Maintenance Hub Program and System Services

The City in addressing storm water quality to meet regulatory requirements has built over 40 projects, both conventional ("brick and mortar") and nature-based systems over the years. The projects' operation and maintenance has been addressed through a Hub program and system



services where operations and staff are centralized to operate and maintain projects in each of their respective geographical boundaries.

Currently, the City operates three Hub services; (1) the Machado Lake Hub which oversees all the storm water projects in the southern portion of the City; (2) the South LA Hub which oversees all the storm water projects in the central portion of the City; and (3) the Echo Park Lake Hub which oversees all the storm water projects in the northern portion of the City. The operation and maintenance activities are similar at all of the Hubs, and includes maintenance of pumping systems, aeration systems, real-time monitoring systems, vegetation maintenance, and flow management. These activities are year-round and involve staff from various crafts and trades to ensure continual operation. Currently, the City has 14 full time employees solely assigned to these projects that are dispersed equally at each Hub but resource adjustments are made seasonally depending on the Hub maintenance need. The fourteen (14) Maintenance Labor positions are to be funded by SCW Municipal Program, as part of the City's Clean Water North Collection Division (CWNCD). And as more projects come online in the future, the operation of these Hubs will be adjusted as needed to ensure that operation and maintenance needs of the City's stormwater projects are addressed.

Moreover, the Department of Public Works, LASAN and Clean Water Collection Division (CWCD) SOP manual, guide the operation and maintenance of specific stormwater systems and projects. Tasks and their frequency are determined based on operation and maintenance experience, past performance, manufacturer's recommendations and site-specific conditions. Scheduled and completed tasks are catalogued and tracked by work orders in a maintenance management system called ELLIPSE. This standardized and streamlined management system will help ensure proper, efficient, and adequate O&M operations.

(3) O&M Monitoring Program

In order to maintain and protect the benefits from stormwater projects in the years to come, an effective operation and maintenance (O&M) monitoring program is essential. Monitoring will enable the City to take a proactive approach to addressing maintenance issues, and will form the backbone of the O&M Program for stormwater projects.

The following defines the general scope of work for O&M monitoring program, and includes the following key Elements:

- Element 1:** Replace/upgrade Monitoring Equipment, as needed
- Element 2:** Site Visits: Data collection and Observations
- Element 3:** Water Quality Monitoring & Assessment
- Element 4:** Maintenance Contract System
- Element 5:** Reporting Program and Stakeholder Advisory Group

(4) Future O&M Activities for SCW Funded (A-1) Projects



The projects discussed in A-1 will require O&M activities upon completion of the construction phase. The O&M activities are identified here only for discussion purposes, and not included as expenditures for FY 20-21.

(1) Arroyo Seco and LAR DWDs Systems

The O&M manual will be delivered by the consultant with the final design of these five DWDs Systems. All five DWD systems will function in a fill-and-draw mode during normal dry-weather conditions. Each DWD system will function to allow normal dry-weather flow to fill the pump station structure up to a predetermined level at which point the Programmable Logic Control (PLC) will call for the current lead pump to run until the low level is reached. At the low level, the lead pump will be called to stop by the PLC. On a monthly basis, the lead pump and the stand-by pumps will be alternated. During wet weather conditions, the PLC will receive a signal from the LASAN SCADA system instructing it to lock-out operations. After the wet weather condition ends, the wet weather signal will be deactivated and the DWD system will continue normal dry-weather operations. Level indicating transmitters will be included in the pump station. Control of the DWD system will be based on the level signal from the level indicating transmitter in the pump station. The control cabinet will be programmed according to the City's standard operating programs that have been used on other DWDs.

An example of the O&M duties includes:

LASAN operations staff will be required to perform routine maintenance on the DWD system, including mechanical, electrical, and instrumentation components. The maintenance activities and respective frequency will consist of:

1. Exercising all valves, gates, hatches, and lids twice per year
2. Pump inspections once per year
3. Debris/Trash removal from trash collection maintenance holes every six months and after every significant storm event. Trash removal will require a Vactor truck. Vactor trucks can remove debris from a depth of 30 ft below grade.

DWD O&M Activities Contribution to SCW Program Goals:

As stormwater improvement projects, DWDs are driven by regulations such as TMDLs, 303(d) listing and most recently, the EWMPs to address impairment to downstream waterbodies. DWDs specifically target high fecal bacteria polluted runoff during the dry weather period. In general, DWDs help improve water quality and contribute to the attainment of water quality objectives, and improve public health by cleaning up contaminated water bodies. Improper operation and maintenance of DWDs can lead to shorter project life span, overall reduction in project life cycle benefits, and potential failure to achieve water quality and water supply compliance objectives. Alternatively, properly planning and executing O&M activities, from upstream pretreatment devices (e.g., trash/debris interceptor, sedimentation basin) through all other components of a project, can significantly improve the lifespan of the DWDs, thereby increasing the project benefits at the project and watershed scale.



The estimated annual O&M cost for each of the five DWDs systems is \$30,000/yr.

(2) Sepulveda Green Median Project

The O&M Program will assume the following components:

1. Clean vegetated swales from debris such as litter, leaves, weeds, sediments and/or other materials regularly;
2. Clean adjacent street gutter regularly;
3. Replace and repair water systems as necessary for any leaks, breaks or clogs;
4. Replace vegetation and mulch as necessary;

AFTER RAIN EVENT:

5. Inspect within 72 hrs. of significant rain event to ensure that there is no standing water;
6. Inspect for sediments from inflow points;

The estimated annual O&M cost for this project is \$10,000.



A-4. Stakeholder and Community Outreach/Engagement Activities

Community Outreach and Community Engagement

Community outreach and community engagement is a vital component within the Safe Clean Water Program. The development and implementation of community outreach and engagement activities throughout the design and construction phases of funded projects to solicit input and engage community members is a requirement for both regionally and municipally-funded infrastructure projects. The City of Los Angeles will adhere to the County of Los Angeles' community outreach and engagement guidelines for funded projects.

2020-21 Safe Clean Water Program Municipally-Funded Infrastructure Projects

The following six municipally-funded infrastructure projects will need ongoing community outreach and engagement in fiscal year 2020-21:

1. Arroyo Seco Urban Water Quality Improvement Project No. 1 (AS-15)
2. Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)
3. LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)
4. LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)
5. LAR Segment B Urban Water Quality Improvement Project No. 3 – (R2-G)
6. Sepulveda Green Median Project

As these projects are currently in the design phase, initial community outreach activities have already been conducted in coordination with the appropriate elected officials and project stakeholders. Ongoing community outreach and engagement activities for these six projects will continue and will include coordination with other agencies, elected officials and community stakeholders throughout the projects' construction timelines. These projects are anticipated to enter the construction phase in early 2021.

Safe Clean Water Program Regional Projects (Round 2 and Round 3)

Projects for SCW Round 2 and Round 3 Regional Program applications will require community outreach and engagement activities prior to the projects submittal deadlines. Each of the projects will require community outreach and engagement with community based organizations, and project stakeholder groups to secure letters of support for the projects prior to the County of Los Angeles' Regional Round 2 and Round 3 submittal deadlines.



A-5. Post-Construction Monitoring

Background:

Watershed Protection Program of LASAN is responsible for implementing the O&M monitoring of the projects completed using SCWP funds. A robust and well-planned monitoring program will serve as the backbone of an effective and proactive O&M program. Through frequent observations, documentation, and effective distribution of information, O&M issues that impede a project's effectiveness can be quickly identified and resolved in a proactive manner.

Dry weather Diversions (DWDs) and similar local-scale projects are essential to LASAN's strategy for compliance with the MS4 Permit. The ongoing O&M of these projects is essential to their success in meeting water quality goals and maintaining intended community benefits. Post-construction monitoring will be devised as needed for these projects.

DWDs and similar projects are designed to divert urban runoff (dry weather) and potentially "first flush" storm flows to the sanitary sewer system so that runoff can be properly treated at LASAN's water reclamation plants, and thus, be kept from impacting receiving waters (e.g., LA River or Santa Monica Bay). Other projects include vegetated infiltration components (e.g., Sepulveda Green Median). This document lays out a general approach to O&M monitoring for DWDs and similar scale projects:

General Approach

Routine Observations

Each of the projects listed in A-1 of this Annual Plan will include routine observations as a basic element of their O&M Monitoring Program. For the DWD projects and Sepulveda Green Median project, the site visits will be made based on operational needs and previous experience in monitoring these types of projects.

Communication & Follow-up

Communication and reporting of information are vital to the success of the Post Construction O&M program. An O&M and Monitoring stakeholder group will be formed as needed for projects, and will include key staff from the following groups:

- LASAN Safe Clean Water Program - Project Managers
- LASAN Watershed Protection Program, Pollution Assessment Section (O&M Monitoring Unit)
- LASAN Wastewater Collection Systems Division: Maintenance Section
- Department of Recreation & Parks (if needed)
- Council District Office (if needed)
- Mayor's Office (if needed)



A-6. Institute for Sustainable Infrastructure (ISI) Verification

The commitment of the City of Los Angeles to use Envision draws attention to the importance and value of developing infrastructure more sustainably. Envision is a framework that includes 64 sustainability and resilience indicators, called ‘credits’, organized around five categories: Quality of Life, Leadership, Resource Allocation, Natural World, and Climate and Resilience. These collectively address areas of human well-being, mobility, community development, collaboration, planning, economy, materials, energy, water, siting, conservation, ecology, emissions, and resilience. These indicators collectively become the foundation of what constitutes sustainability in infrastructure. 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. Envision can also be used to receive third-party verification of a project assessment which gives public recognition to infrastructure projects that make exemplary progress towards sustainability.

Table 4 demonstrates the Envision award status of the City’s completed/ongoing projects that anticipate funding from the SCW Program payment for operation and maintenance activities.

Table 4. Envision Award Status for City of Los Angeles Projects.

Project	Envision Award Level	Certification
South Los Angeles Wetlands Park	Platinum	Complete
Albion Riverside Park Project	Gold	Complete
Argo Drain Sub-basin Facility	Silver	Complete
Rory M. Shaw Wetlands Park	Platinum	Complete
Aliso Creek Limekiln Creek	TBD	Ongoing/registered



A-7. Budget

The City of Los Angeles' Municipal Annual Plan Budget was developed in pursuant to the SCW Program Implementation ordinance and guidelines. Table 5 below describes the City's budget for SCW funds.

	Program Element	SCWP Funds Received FY 20/21	SCWP Planned Expenditures FY 20/21
A-1 Funded Activity (Projects A-1 Subtotal)			\$7,345,940
a.	Arroyo Seco Urban Runoff Project No. 1		\$625,000
b.	Arroyo Seco Urban Runoff Project No. 2		\$1,607,500
c.	LAR Segment B Urban Runoff Project No. 1		\$1,250,000
d.	LAR Segment B Urban Runoff Project No. 2		\$1,250,000
e.	LAR Segment B Urban Runoff Project No. 3		\$1,713,440
f.	Sepulveda Green Median		\$900,000
A-2 Funded Activity (Programs-A-2 Subtotal)			\$17,254,450
a.	Feasibility Studies		\$1,000,000
b.	Revolving Funds - Planning (Program and Project Planning Activities including Concept Reports, Contractual Services for Compliance Programs, EWMP Revisions, Project Studies)		\$2,776,640
c.	Program Development, Management and Maintenance of Efforts (including Project Outreach Support, Project and Program Management, Technical, Scientific, Engineering, and Professional Support Services)		\$7,460,810
d.	Expense and Equipment		\$150,000
e.	Program Continuation of Efforts (Complete Streets Program, Support for Regional Program Round 1)		\$5,867,000
A-3 Funded Activity (O&M A-3 Subtotal)			\$9,499,610
a.	CB BMP Replacement Program (FY20-21)		\$2,000,000
b.	14 Maintenance Labor (FY 20-21)		\$667,779
c.	O & M (Staff, equipment, Expenses, and Contractual Services(FY20-21)		\$2,770,982
d.	Program Continuation of Stormwater O&M Efforts (O&M Labor Support Services for Prop O and Green Street Projects- Prior Year)		\$4,060,849



TOTAL		\$34,100,000
Item A-1 Subtotal		\$7,345,940
Item A-2 Subtotal		\$17,254,450
Item A-3 Subtotal		\$9,499,610
(includes 1-3 above) TOTAL		\$34,100,000



Acronyms and Abbreviations

AOC	Administrative Oversight Committee
BMP	Best Management Practice
CBBMP	Catch Basin Best Management Practice
CWA	Clean Water Act
CWNCD	Clean Water North Collection Division
DWD	Dry Weather Diversion
EWMP	Enhance Watershed Management Program
FY	Fiscal Year
HWRP	Hyperion Water Reclamation Plant
ISI	Institute for Sustainable Infrastructure
LAR	Los Angeles River
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation and Environment
LABOE	Los Angeles Bureau of Engineering
MS4	Municipal Separate Storm Sewer System
NGOs	Non-Governmental Organizations