16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
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www.gatewaywater.org

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

AGENDA

Regular Meeting of the Board of Directors
Thursday, November 10, 2021 at 1:00 PM

Meeting Remote Location
via WebEx

https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=m065d8186ac5271c8170fd50db92424af

or via phone

1-415-655-0001

Meeting number: 2552 719 5533

Password: GatewayH2O (42839294 from phones or video systems)

(There will be no physical attendance at Progress Park)

1. **Roll Call**

2. **Determination of a Quorum**

3. **Additions to Agenda (Govt. Code Sec. 54954.2(b))**

4. **Oral Communications to the Board**

   This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.

5. **Consent Calendar: (Acted as one item unless withdrawn by request)**
   a. Minutes of the Board Meeting of September 9, 2021 (Enclosure).
   b. Ratify the Warrant Register for October 2021 and Approve the Warrant Register for November 2021 (Enclosures).
   c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).

6. **Presentation – Introduction to Community Water Systems Alliance "CWSA" and PFAS Action by Jesus Silva**

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7. Discussion/Action Regarding Staff Recommendations for On-Call Consultants for 2021 GWMA Regional Grant/Project (Enclosure)

a. Approve the following consultants and proposals:

Firm	Regional Project Category	Not-To Exceed Amount
Geosyntec	Recycle Water	$25,000.00
Harris & Associates	PFOS/PFOA	$24,520.00
Harris & Associates	New Wells	$23,720.00
Craftwater Engineering	Stormwater Capture/Reuse	$31,545.00
	Total	**$104,885.00**

b. Authorize the Executive Officer to issue a Notice to Proceed to each approved consultant using the On-Call Consultant Professional Services Agreements on file.

8. Discussion/Action Regarding Safe Clean Water Program Transfer Agreements for Gateway Area Pathfinding Phase 1 Scientific Study for Lower Los Angeles River and Lower San Gabriel River Watershed Area Steering Committees, Resolutions to Authorize Execution of the Transfer Agreements, and Notice To Proceed for Craftwater Engineering to Conduct the Scientific Study

a. Adopt Resolution No. 21-1, approving the SCWP Transfer Agreement for the LLAR GAP Phase 1 Analysis, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;

b. Adopt Resolution No. 21-2, approving the SCWP Transfer Agreement for the LSGR GAP Phase 1 Analysis, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;

c. Authorize the Executive Officer to issue a Notice to Proceed to Craftwater Engineering to conduct the Scope of Work as presented for both Transfer Agreements, using the On-Call Consultant Professional Services Agreement on file. The issuance of the Notice To Proceed is contingent upon receipt of written requests and justification from all three Gateway Region WMP Groups (LLAR, LSGR and LCC) for their recommended selection. Once received, the Notice To Proceed issued to Craftwater Engineering would require an acceptance in writing to all terms and conditions specific to the Transfer Agreement requirements.

9. Safe Clean Water Program - Oral Reports

a. Lower Los Angeles River WASC – Gina Nila

b. Lower San Gabriel River WASC – Melissa You

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10. Gateway Region Watershed Management Groups - Oral Reports

a. Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group
b. Lower Los Angeles River (LLAR) Watershed Group
c. Lower San Gabriel River (LSGR) Watershed Group
d. Los Cerritos Channel (LCC) Watershed Group

11. Executive Officer's Oral Report

12. Directors' Oral Comments/Reports

13. Adjournment to Regular Board Meeting on December 9, 2021.

NOTICE: GWMA will hold Board Meetings via video conference to meet social distancing recommendations or meet in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video-conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

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MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
VIA VIDEO CONFERENCING
THURSDAY, SEPTEMBER 9, 2021

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, September 9, 2021 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:02 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor	Artesia
Grissel Chavez	Bell Gardens
Len Gorecki	Bellflower
Jeremy Melendez (alternate)	Central Basin Municipal Water District
Mike O'Grady	Cerritos
Gina Nila	Commerce
Dan Mueller	Downey
Whitford Marin (alternate)	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
Jillian Croci	Long Beach Water
Lorry Hempe (alternate)	Lynwood
Adriana Figueroa	Paramount
Kenner Guerrero	Pico Rivera
Dylan Porter (alternate)	Port of Long Beach
Hannah Shin-Heydorn (alternate)	Signal Hill
Gladis Deras	South Gate
Jasmine Hooks	Vernon
Esther Rojas (alternate)	Water Replenishment District
Vicki Smith	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Kekoa Anderson	Funding/Grants Program
Daniel Hernandez	City of Commerce
Jesse Sira	City of Santa Fe Springs
Margarita Beltran	City of Vernon
Leticia Vasquez	Central Basin Municipal Water District
Suely Saro	RMC
Nina Turner	POLB

STAFF AND GUESTS ON SIGN-IN SHEET (continued):

Nate Schreiner	Tetra Tech
Tom West	Harris & Associates
Yoshi Andersen	Geosyntec Consultants
Julia Guy	unknown

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director Nila motioned to approve the consent calendar. The motion was seconded by Director Melendez and was approved by the following voice vote:

AYES: **Dor, Chavez, Gorecki, Melendez, O'Grady, Nila, Marin, Stowell, Rapp, You, Croci, Hempe, Figueroa, Porter, Hooks, E. Rojas, Smith**

NOES: **None.**

ABSTAIN: **Mueller, Guerrero, Shin-Heydorn, Deras (Minutes only).**

ITEM 6 - DISCUSSION/ACTION REGARDING 2021 GWMA REGIONAL GRANT/PROJECT SURVEY (ENCLOSURE)

Executive Officer Kast reported that GWMA staff had sent out a survey to GWMA Board Members and Alternates. The purpose of the survey was to identify potential interest in GWMA pursuing regional grants. The survey did not obligate any member in any way to being a part of a project. Rather it was simply a tool to help focus future activities in relation to funding opportunities.

Ms. Kast discussed the results of the survey. With the information provided, staff requested Board guidance regarding the prioritization of the regional project types for further development. She further reported that GWMA may fund grant application costs following GWMA's approved grant policy. Additionally, she noted that the On-Call Consulting list was updated earlier this year and then referred the Board to the enclosed list for Grant Writing Services. The GWMA Board recommended that the Executive Officer solicit proposals for the selected project types, in accordance with the On-Call Consultant Policy. The scope of services for each Request for Proposals would consist of: soliciting interest and gathering data for specific project types selected by the Board; reviewing and recommending different grant programs that would meet the criteria; preparing and submitting a regional application based on the information gathered; conducting follow up with any granting agency once application is submitted. The Board further directed staff to follow the approved On-Call Consulting Policy to make recommendations for Board consideration and approval using the existing On-Call Professional Services Agreements.

After discussions, the Board identified four project categories to be prioritized for pursuing regional grants:

- Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) treatment
- Construction of new wells

- Construction of stormwater capture and reuse systems such as rain gardens, cisterns and bioswales, nature-based solutions in public-owned properties
- Recycled Water

Director Figueroa moved to approve the selection of PFOS and PFOA treatment, construction of new wells, stormwater/nature-based solutions, and recycled water projects to be prioritized for FY 2021-2022, and for GWMA staff to request proposals from the pre-approved On-Call Consultants for grant writing services following the guidance set forth in the On-Call Consultant Policy and the Grant Policy Procedures. The motion was seconded by Director Chavez and was approved by the following voice vote:

AYES: **Dor, Chavez, Gorecki, Melendez, O'Grady, Nila, Mueller, Marin, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Shin-Heydorn, Deras, Hooks, E. Rojas, Smith**

NOES: **None.**

ABSTAIN: **None.**

ITEM 8 – SAFE CLEAN WATER PROGRAM ORAL REPORT

Director Nila reported for the LLAR WASC that the Stormwater Investment Plans (SIPs) are pending approval from the County Board of Supervisors. It is anticipated for it to be on the schedule this month. The watershed coordinator presented their outreach plan to the WASC, which was approved by the WASC. The next call for projects has closed and the WASC approved sending the projects to the scoring committee.

Direct You reported that at the last LSGR WASC Meeting they reviewed the WASCS roles and responsibilities. The committee voted on a new Chair (Melissa You) and Vice Chair (Lisa Rapp). The committee voted yes on sending completed feasibility studies for the next round to be sent to the scoring committee for consideration. And like the LLAR WASC, the SIPs are pending approval from the County Board of Supervisors.

ITEM 9 - GATEWAY REGIONAL WATERSHED MANAGEMENT GROUPS ORAL REPORT

Lower Los Angeles River Upper Reach 2 (LARUR2) Watershed Group

None.

LLAR Watershed Group

Director Deras reported that the group will be meeting monthly, and that the watershed groups consultant, John Hunter & Associates has start preparation work for the annual report that will be due in a couple of months.

LSGR Watershed Group

Director O' Grady reported that the group will meet the week of September 13th.

LCC Watershed Group

None.

ITEM 11 – EXECUTIVE OFFICER'S ORAL REPORT

The Executive Officer referred to Legal Counsel Nick Ghirelli to provide an update on Executive Order regarding public meetings. Legal Counsel Ghirelli noted that AB361 is moving through the legislature which provides expanded authority to continue to conduct virtual meetings through the end of 2022. It is in the senate at this point. There are several lobbying efforts by the League of Cities and the Special Districts Association to have the Governor exercise his executive authority to extend the existing authority to conduct fully virtual meetings that is set to expire on September 30, 2021. All indications are that the governor will not make a decision until after the elections on September 14th.

ITEM 12 – DIRECTORS' ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 12:51 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, October 14, 2021 at 12:00 p.m. The meeting will be held via video conference to meet social distancing recommendations or will be held in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

_____ _____

Lisa Ann Rapp, Chair Date

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Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

November 10, 2021

AGENDA ITEM 5b – Ratify the Warrant Register for October 2021 and Approve the Warrant Register for November 2021

SUMMARY:

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION:

The Warrant Registers for expenditures dated October 2021 in the amount of $706,316.52, is submitted for ratification by the Board, and the Warrant Register for expenditures dated November 2021 in the amount of $277,427.05 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Registers total $983,743.57. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Ratify the Warrant Register for October 2021, and Approve the Warrant Register for November 2021.

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WARRANT REGISTER
DISBURSEMENT JOURNAL
October 2021

Invoice Date	Vendor	Invoice Number	Description	Amount
9/10/2021	Alliant Insurance Services, Inc.	10325	Special Liability Insurance Program (9/29/2021-9/29/2022)	$ 13,087.26
9/30/2021	Anchor QEA	4705	RMC FY 20-21 Complaince (Services through July 31, 2021)	$ 14,596.52
9/14/2021	Central Basin Municipal Water District	2021-03	Prop 84 2015 Proj 2 SE Water Efficiency Project reimbursement	$ 37,409.12
6/10/2021	City of Bell Gardens	32220	JAF Park Cistern - Zusser Invoice 1953-14 Reimbursement (included in Claim 22)	$ 114,179.90
6/10/2021	City of Bell Gardens	32221	JAF Park Cistern - Zusser Invoice 1953-15 Reimbursement (included in Claim 23)	$ 125,986.66
7/21/2021	City of Bell Gardens	32265	JAF Park Cistern - John Hunter & Assoc. Inv BG1FPP12105 Reimbursement (included in Claim 24)	$ 41,545.00
8/9/2021	City of Bell Gardens	32271	John Anson Ford Park Cistern - Zusser Invoice 1953-16 Reimbursement (included in Claim 24)	$ 38,988.00
9/14/2021	City of Bell Gardens	32279	John Anson Ford Park Cistern Project - Permit Inspection	$ 366.86
9/1/2021	City of Paramount	4669	Office Lease (September 2021)	$ 363.80
10/1/2021	City of Paramount	4695	Office Lease (October 2021)	$ 363.80
10/4/2021	City of Pico Rivera	2022-00000008	Prop 84 2015 Adv. Water Meter Replacement Reimbursement	$ 59,502.40
9/15/2021	Civiltec	44860	Prop 84 2015 Adv. Water Meter Replacement (Service through Aug 27, 2021)	$ 1,223.75
9/24/2021	Clifton Larson Allen	3008666	Accounting Support (Sept 2021)	$ 1,500.00
9/22/2021	CWE	21726	LAR UR2 CIMP (August 2021)	$ 23,059.29
9/30/2001	Gateway Cities Council of Governments	09-30-21	Office Supplies & Fed Ex	$ 114.13
8/16/2021	John L Hunter and Associates, Inc.	BGFPP21071	John Anson Ford Cistern Project (July 2021)	$ 45,167.50
8/16/2021	John L Hunter and Associates, Inc.	GWM1GHR12107	Harbor Toxic Upstream (July 2021)	$ 3,191.38
9/13/2021	John L Hunter and Associates, Inc.	GWM1GHR12108	Harbor Toxic Upstream (August 2021)	$ 4,138.13
9/21/2021	John L Hunter and Associates, Inc.	GWM1LLA12108	LLAR WMP (August 2021)	$ 20,887.69
8/16/2021	John L Hunter and Associates, Inc.	GWM1LSG12107A	LSGR WMP (June 2021)	$ 36,832.01
8/17/2021	John L Hunter and Associates, Inc.	GWM1LSG12107	LSGR WMP (July 2021)	$ 31,160.40
9/13/2021	John L Hunter and Associates, Inc.	GWM1LSG12108	LSGR WMP (August 2021)	$ 22,156.99
10/4/2021	Koa Consulting, Inc.	K114-01-46	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Sept 2021)	$ 33,908.00
9/14/2021	Richard Watson & Associates	21-192-003-009	LCC WMP CIMP (Aug 2021)	$ 36,220.86
9/9/2021	Richards Watson Gershon	233467	Legal Services (through August 31, 2021)	$ 365.07
			Total	**$ 706,316.52**

Reviewed and Approved by:

Hannah Shin-Heydorn, Signed Hill

WARRANT REGISTER
DISBURSEMENT JOURNAL
November 2021

Invoice Date	Vendor	Invoice Number	Description	Amount
7/21/2021	City of Bell Gardens	32266	JAF Park Cistern - John Hunter Inv. BG1FPP12106 Reimbursement (included in Claim 25)	$ 42,430.00
11/1/2021	City of Paramount	4715	Office Lease (November 2021)	$ 363.80
10/11/2021	Civiltec	44919	Prop 84 2015 Adv. Water Meter Replacement (Service through Oct 1, 2021)	$ 1,316.56
10/29/2021	Clifton Larson Allen	3061412	Accounting Support (Oct 2021)	$ 1,500.00
9/29/2021	CWE	21739	JAF Park Cistern (August 2021)	$ 4,449.89
10/22/2021	CWE	21753	LAR UR2 CIMP (September 2021)	$ 24,909.91
10/31/2021	Gateway Cities Council of Governments	10-31-21	Office Supplies & Fed Ex	$ 100.00
5/21/2021	John L Hunter and Associates, Inc.	BG1FPP12104	John Anson Ford Cistern Project (April 2021)	$ 49,416.25
10/18/2021	John L Hunter and Associates, Inc.	GWM1LLA12109	LLAR WMP (September 2021)	$ 50,569.43
10/29/2021	Koa Consutling, Inc.	K114-01-47	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Oct 2021)	$ 33,908.00
10/19/2021	Richard Watson & Associates	21-192-003-010	LCC WMP CIMP (Sept 2021)	$ 68,080.71
10/14/2021	Richards Watson Gershon	233993	Legal Services (through September 30, 2021)	$ 382.50
			Total	**$ 277,427.05**

Reviewed and Approved by:

Hannah Shin-Heydorn, Signal Hill

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November 10, 2021

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2021-2022

SUMMARY:

At the Board meeting in June 2021, the Board approved the budget for legal counsel services of $30,500 for Fiscal Year (FY) 2021-2022 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

$ 30,500.00	FY 2021-2022 Budget amount for Legal Counsel services
$ 927.57	Expenditures for Legal Counsel services through September 30, 2021
$ 29,572.43	Remaining budget amount available through June 30, 2022

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2021-2022 through September 30, 2021 total $927.57. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2021-2022 budget.

RECOMMENDATION:

Receive and file the status the updated expenditures for Legal Counsel Services.

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AGENDA ITEM 7 – Discussion/Action Regarding Staff Recommendations for On-Call Consultants for 2021 GWMA Regional Grant/ Project

BACKGROUND:

During the months of July and August 2021, GWMA staff sent out a survey to GWMA Board Members and Alternates. The purpose of the survey was to identify potential interest in GWMA pursuing regional grants. The survey, consisting of two questions, closed on August 13th with 19 members participating. The survey included the following project concept category options:

- *Advanced Meter Replacement of residential, commercial and/or industrial meters*
- *Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) treatment*
- *Construction of new well*
- *Pipeline replacement or new pipeline*
- *Recycled Water*
- *Turf replacement*
- *Low Flow Irrigation*
- *Construction of stormwater capture and reuse systems such as rain gardens, cisterns and bioswales, nature-based solutions in public-owned properties*
- *Construction of large-scale stormwater capture project to match Measure W funding*
- *Other*

At the September Board Meeting, the board chose four categories for potential regional project development and grant opportunities and directed staff to solicit proposals from its approved On-Call Consultant list. The four categories were:

- *Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) treatment*
- *Construction of new well*
- *Recycled Water*
- *Construction of stormwater capture and reuse systems such as rain gardens, cisterns and bioswales, nature-based solutions in public-owned properties*

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DISCUSSION:

On September 15, 2021, staff sent a Request for Proposals (attached) to the approved On-Call Consultants for Grant Writing (provided below) with the exception of Koa Consulting to avoid a potential conflict of interest. The deadline for submission of proposals was October 8, 2021. Consultants were not required to submit proposals for all four categories of regional projects. The Request for Proposal for each category assumed up to 10 participants in each regional project and was requested on a time and material basis with a not-to-exceed amount.

Pre-Approved GWMA On-Call Consultants Qualified for: Grant Writing and/or Grant Implementation Management		
Firm	**Contact**	**Email**
GEI Consultants	Bill Bennett	bbennett@geiconsultants.com
Geosyntec Consultants	Scott Struck	sstruck@geosyntec.com
Koa Consulting	Kekoa Anderson	kekoa@koaconsulting.net
Craftwater Engineering	Chad Helmle	chad.helmle@craftwaterinc.com
CWE	Vik Bapna	vbapna@cwecorp.com
Harris & Associates	Tom West	tom.west@weareharris.com
John L. Hunter & Associates	John Hunter	jhunter@jlha.net
Richard Watson & Associates	Richard Watson	rwatson@rwaplanning.com
SA Associates	Shahnawaz Ahmad	sahmad@saassociates.net

GWMA received proposals from the following consultants. In summary, Geosyntec and Harris & Associates submitted proposals for all four regional project categories. CWE submitted for two regional project categories while John Hunter & Associates proposed on one regional project category.

Firm	PFOS/PFOA	Recycled Water	Storm Water Capture	Wells
Geosyntec	X	X	X	X
Harris & Assoc.	X	X	X	X
John L. Hunter & Assoc.			X	
CWE		X	X	
Craftwater Engineering			X	

Per Board policy (see excerpt below), the Executive Officer in consultation with staff members, reviewed and evaluated each proposal carefully to determine best fit per category based on a clear understanding of the work being requested, knowledge, experience and a clear description of how to best approach the work. After staff's initial selection under each category, the Executive Officer successfully negotiated costs.

Consulting Services between $10k and $75k

a. *Based on a general scope of services, staff will request proposals from all consultants listed under the appropriate category(ies) on the approved On-Call Consultant List.*

b. *The Executive Officer will evaluate, rank, and select the top ranked consultant upon negotiation until an agreement is met on the final fees. The Executive Officer will request authorization from the GWMA Board for award of contract to selected consultant. The request must include a brief description of the scope of work, background information regarding the amount being requested and the number of proposals sought and received. Upon approval, the Executive Officer will issue a Notice to Proceed (NTP) using the existing Professional Service Agreement (PSA) on file. If no agreement is on file, staff will utilize the pre-approved general PSA template and attach the proposal as an exhibit prior to execution.*

Based on the process described herein, the following consultants under each project category are being recommended for approval by the GWMA Board. The amounts shown are not-to-exceed and are based on time and material. In total, the amount being requested for all four project categories is **$104,885.**

Firm	Regional Project Category	Not-to-Exceed Amount
Geosyntec	Recycled Water	$25,000
Harris & Associates	PFOS/PFOA	$24,520
Harris & Associates	New Wells	$23,720
Craftwater Engineering	Stormwater Capture/Reuse	$31,545
		$104,885

FISCAL IMPACT:

The FY 2021-2022 administrative budget does not include a budget line item for general grant application costs. The only budgeted grant application cost is specifically for the IRWM program which is expected in early 2022. GWMA's FY 2021-2022 Operating Budget has an estimated Fund Balance (Reserves) which are designed for three functions:

1. Maintain an operating reserve equal to six months of the operating budget;
2. Collect funds for future special projects and/or grant opportunities; and
3. Collect funds for a specific program that are being expended over several subsequent years.

If the Board wishes to proceed, funds are available in the reserves which are estimated to be more than $700k of which $200k is a special reserve to cover 6-months of operating expenses per Board Policy as a matter of good fiscal management. This leaves more than $500k in reserves which is more than adequate to cover the four proposals totaling $104,885.

RECOMMENDATION:

a. Approve the following consultants and proposals:

Firm	Regional Project Category	Not-to-Exceed Amount
Geosyntec	Recycled Water	$25,000
Harris & Associates	PFOS/PFOA	$24,520
Harris & Associates	New Wells	$23,720
Craftwater Engineering	Stormwater Capture/Reuse	$31,545
		$104,885

b. Authorize the Executive Officer to issue a Notice to Proceed to each approved consultant using the On-Call Consultant Professional Services Agreements on file.

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Name of Consultant Entity: _____

Project Type: Choose an item.

Approach to the Following Tasks:

Task 1 Scope: Solicit Interest from all GWMA Members to participate in a regional project and potential grant funding; gather data from interested participants regarding project need, schedule, costs, viability to do project, determine Disadvantaged Community status if any, etc.; develop and submit preliminary regional project with individual and collective components and estimated costs, funding needs, etc. to GWMA for review and acceptance.

Task 1 Approach:

Task 2 Scope: Review and recommend eligible grant program(s) for regional project in writing to GWMA.

Task 2 Approach:

Task 3 Scope: Prepare and submit regional grant application including follow-up with granting agency throughout application and agreement process. Assume up to 10 participants in project for estimating purposes.

Task 3 Approach:

Fee Proposal:

This work will be on a time and material basis amount with a not-to-exceed amount in grand total for this project type, based on the hourly rates agreed upon in the On-Call Consulting Professional Services Agreement currently on file with GWMA.

Task	Estimated Hours	Fee
1		
2		
3		
Grand Total		

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax

www.gatewaywater.org

Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority

November 10, 2021

AGENDA ITEM 8 – Discussion/Action Regarding Safe Clean Water Program Transfer Agreements for Gateway Area Pathfinding Phase 1 Scientific Study for Lower Los Angeles River and Lower San Gabriel River Watershed Area Steering Committees, Resolutions to Authorize Execution of the Transfer Agreements, and Notice To Proceed for Craftwater Engineering to Conduct the Scientific Study

BACKGROUND:

In October 2020, the GWMA Board authorized staff to submit a Safe Clean Water Program (SCWP) Regional Program Scientific Study application to the Lower Los Angeles River (LLAR) and Lower San Gabriel River (LSGR) Watershed Area Steering Committees (WASCs) for the Gateway Watershed Management Plan (WMP)/Stormwater Investment Plans (SIP) Integration Study [renamed as Gateway Area Pathfinding (GAP) Phase 1 Analysis]. Further, the Board authorized staff to submit the application with GWMA named as the Lead Agency for the proposed study.

The objectives of this study are as follows:

- Scan the landscape of the Gateway Cities region to identify the suite of known and hidden, potential project opportunities;
- Analyze the dynamic interactions between those potential projects;
- Determine the best project-by-project pathway (and timeline) to achieve compliance; and
- Deliver project recommendations that are ideally suited for consideration by the WASC for Safe Clean Water infrastructure funding.

The scientific study for both WASCs was recommended for inclusion in their respective SIPs. which were ultimately approved by the Los Angeles County Board of Supervisors on September 15, 2021. Phase 2 which expands upon Phase 1 has been submitted for funding to the SCWP and is currently being evaluated for consideration.

In order to proceed with the Phase 1 work, GWMA must enter into a Transfer Agreement with the County for each WASC and also adopt a Resolution to approve and authorize execution of the of the agreements. Additionally, in order to stay on schedule, staff is requesting approval to issue a Notice to Proceed to Craftwater Engineering to conduct the work, utilizing their On-Call Professional Services Agreement, for an amount not-to-exceed $150,000 ($75,000 for each WASC).

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DISCUSSION:

As the Gateway Region WMP Groups (WMP Groups) continue to design and build projects, it will become increasingly important to understand how their projects operate within the watershed context. It is crucial to know how the creation of a new project might impact the effectiveness of other existing or proposed projects. The GAP analysis will support the WMP Groups and other Permittees in the LLAR and LSGR Watershed Areas by enhancing planning efforts with new, implementation-oriented project recommendations. Those recommendations can then be integrated with SCWP Stormwater Investment Planning to help the WASCs make decisions on which projects should be proposed for Regional Infrastructure Program funding. This goal will be accomplished by applying the latest watershed science and tools to meet the following objectives:

1. Identify hidden projects throughout the LLAR and LSGR Watershed Areas to supplement existing plans,
2. Explore how projects interact in a network at the watershed scale (including reconciling Infrastructure Program scoring conflicts between projects located in series),
3. Further articulate the WMP Groups' recipes for compliance by aligning identified, feasible projects with water quality and community priorities, and
4. Translate the findings into SIP recommendations that comprehensively support WMP implementation and safe, clean water.

Phase 1 of the study is for a not-to-exceed amount of $150,000 ($75,000 for each watershed area) and will initiate the approach in a subset of each Watershed Area, then Phase 2 would scale the approach region-wide. The outcomes of this effort will set the stage for the groups' adaptive management efforts and will help to guide the WMP Groups as they prioritize, analyze, design, and build highly efficient projects throughout the region. Phase 2 of this Scientific Study (estimated to be $460k) was presented to the GWMA Board in July 2021 and approved for submission to the SCWP for funding. On July 31st, the Phase 2 application was submitted by GWMA and is awaiting review and approval by the SCWP. Although the study is being requested specifically by three of the Gateway Region WMP Groups [LLAR, LSGR, and Los Cerritos Channel (LCC) WMP Groups], a similar study has also been approved for scientific study funding outside of our area, namely the Upper Los Angeles River Watershed and the Rio Hondo Watershed Areas and is being administered by the San Gabriel Valley Council of Governments (SGVCOG). During our research, GWMA staff learned that the SGVCOG contracted with Craftwater Engineering as a sole source because of their unique qualifications, experience and specialized tools.

As stated previously, the request for GWMA to serve as the Project Proponent/Developer for the study, to submit the application, and to serve as the contracting agency came from three of the Gateway Region WMP groups. GWMA staff has received a written request from one of the three WMP Groups (LCC WMP Group) for GWMA to retain the services of Craftwater Engineering to conduct this unique study. At the time of the writing of this report, staff is awaiting written requests from LLAR and LSGR WMP Groups. According to the request, Craftwater Engineering is "uniquely qualified to conduct this analysis because they have done substantial work in each watershed as a sub-contractor to their respective watershed consultant". Further, the request from the LCC WMP Group states that Craftwater Engineering was "involved with the design of a proposed future project to analyze how to use a series of flow and water quality sensors to help

optimize the operation of their water capture projects". This same type of work has been done for the LLAR and LSGR WMP Groups. It is important to add that Craftwater Engineering has conducted the vast majority of Feasibility Studies for the LLAR and LSGR WASC projects giving them in-depth knowledge of the projects in those watershed areas.

To comply with policies and legal requirements, staff reviewed its On-Call Consulting Policy and also requested review and guidance from Legal Counsel. In accordance with GWMA's Board policy for On-Call Consultants, the GWMA is permitted to approve a sole source contract under certain conditions. They are:

EXCEPTIONS (excerpt from On-Call Consultant Professional Services Policy)

1. *With a majority vote of the GWMA Board, a particular consultant may be chosen based on the unique requirements and/or experience of the consultant for a particular scope of work.*

2. *In the case of a unique requirement and/or time sensitive circumstance, a consultant may be requested to submit a proposal by the watershed committee subject to a majority approval by the GWMA Board.*

Legal Counsel reviewed the requirements of the SCWP Transfer Agreement and advised that the Board would have to find at least one of the following conditions exists in order to award a sole source contract and comply with SCWP requirements: (1) The uniqueness of a vendor's capabilities or goods offered to meet the needs of GWMA as compared to other vendors; (2) The prior experience of the proposed vendor is vital to the goods or services; and (3) The facilities, staff or equipment the proposed vendor has that are specialized and vital to the services required. Staff believes that each of these three conditions exists with respect to Craftwater Engineering because of Craftwater's on-going work with the three WMP Groups in conducting water quality studies and has a unique ability to complete this work given its prior feasibility studies. In addition, Craftwater specializes in conduction GAP studies.

The GWMA Procurement Policy authorizes a sole source contract if a WMP Group specifically requests that a vendor perform services pursuant to a Memorandum of Understanding (MOU). Given that the three WMP Groups have an MOU with GWMA for the implementation of their WMPS, staff believes an alternative basis exists if the WMP Groups request Craftwater. Based on preliminary discussion with the WMP Group chairs, we expect the request to be made in writing shortly.

Per GWMA's policy and Legal Counsel's guidance, staff is requesting approval to select Craftwater Engineering for the Scientific Study Phase 1, contingent upon receiving written requests to select Craftwater Engineering from LLAR and LSGR WMP Groups. Based upon receipt of requests from all three WMP Groups, if Phase 2 is awarded by the SCWP LLAR and LSGR WASC's next year, staff will return to the Board to request formal approval by the GWMA Board to issue an amendment to Craftwater Engineering's Notice to Proceed before that works begins.

FISCAL IMPACT:

To date, nominal staff and legal time is being expended to assist in preparing the information for Board consideration, review/develop the Transfer Agreement and Resolution, and to request a scope of work proposal from Craftwater Engineering. Costs to prepare the applications, give presentations to Watershed Groups as well as WASCs were done by other proponents. Once the legal agreements are executed, GWMA's costs will be covered by Measure W funds. Five percent (5%) of the $150,000 has been budgeted to pay for management and administration by GWMA staff.

RECOMMENDATION:

a. Adopt Resolution No. 21-1, approving the SCWP Transfer Agreement for the LLAR GAP Phase 1 Analysis, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;

b. Adopt Resolution No. 21-2, approving the SCWP Transfer Agreement for the LSGR GAP Phase 1 Analysis, authorizing the Chair to execute the agreement, and authorizing the Executive Officer to take all necessary actions to implement the agreement;

c. Authorize the Executive Officer to issue a Notice to Proceed to Craftwater Engineering to conduct the Scope of Work as presented for both Transfer Agreements, using the On-Call Consultant Professional Services Agreement on file. The issuance of the Notice To Proceed is contingent upon receipt of written requests and justification from all three Gateway Region WMP Groups (LLAR, LSGR and LCC) for their recommended selection. Once received, the Notice To Proceed issued to Craftwater Engineering would require an acceptance in writing to all terms and conditions specific to the Transfer Agreement requirements.

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SAFE, CLEAN WATER PROGRAM

SCIENTIFIC STUDY SUMMARY

Regional Program Projects Module

STUDY NAME	Gateway Area Pathfinding Analysis (GAP Analysis)
STUDY LEAD(S)	Gateway Water Management Authority
SCW WATERSHED AREA(S)	Lower Los Angeles River, Lower San Gabriel River
TOTAL SCW FUNDING REQUESTED	$ 150,000.00

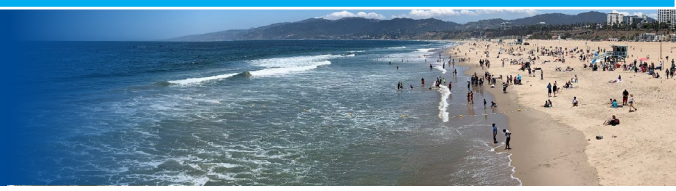
Submitted On: Thursday, October 15, 2020

Created By: Traci Gleason, Program Manager, Gateway Water Management Authority (Traci Gleason)

OVERVIEW

The Scientific Studies Program is part of the Safe, Clean Water Regional Program to provide funding for activities such as scientific studies, technical studies, monitoring, and modeling. Watershed Area Steering Committees will determine how to appropriate funds for the Scientific Studies Program. The District will administer the Scientific Studies Program and will seek to utilize independent research institutions or academic institutions to carry out, help design, or peer review eligible activities. All activities to be funded by the Scientific Studies Program will be conducted in accordance with accepted scientific protocols.

This document summarizes a proposed Scientific Study, based upon inputs to and outputs from the web-based tool called the 'SCW Regional Program Projects Module' (https://portal.safecleanwaterla.org/projects-module/).



EXECUTIVE SUMMARY: GATEWAY AREA PATHFINDING (GAP) ANALYSIS

ABSTRACT

The Gateway area watershed managers are the "last line of defense" before runoff discharges into the ocean from the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and were some of the first agencies to develop and implement Watershed Management Programs (WMPs) to address stormwater quality. Since adoption of their WMPs, the Lower LA River, Lower San Gabriel River, and Los Cerritos Channel Watershed Groups (Gateway Groups) have made significant progress designing and constructing impactful, multi-benefit stormwater capture infrastructure throughout the region (at least 20 regional projects completed, in construction, being designed, or analyzed for feasibility—totaling over $100M of funding secured for new infrastructure); however, as more projects successfully come online, the Groups identified the need to better understand how the overall *system* of projects functions at the watershed scale so that they can efficiently prioritize projects for Safe, Clean Water Program support.

While WMPs provided a flexible, watershed- and subwatershed-scale "recipe for compliance," the longer-term plan is coarse, leaving the Groups in need of implementation-scale details to plot out their project-by-project pathway to clean water (e.g., what additional projects are possible throughout the watersheds, which are the most strategic projects to pursue collaboratively, and in what order should they be designed and built?). Answering these questions will enable the Gateway Groups to make more informed decisions about which projects to fund with taxpayer dollars through the Safe, Clean Water Program, support continue adaptive management of their WMPs, and help them respond to concerns from the State Water Resources Control Board regarding WMP specificity.

This study will apply proven watershed science to:

(1) **identify new, hidden projects** throughout the Lower LA and Lower San Gabriel River Watershed Areas so that the Groups can fully understand what project opportunities are available and "bookend" the maximum feasible level of implementation;
(2) use those bookends to **explore how projects interact as a system at the watershed scale**, including reconciling Safe, Clean Water Program scoring conflicts that have already been identified for projects networked in series;
(3) begin to **articulate the Groups' long-term recipes for compliance** by aligning the newly identified, feasible projects with water quality and community priorities; and
(4) translate the findings into initial **stormwater Investment Plan recommendations** that comprehensively support WMP implementation and safe, clean water goals.

This initial Phase will test the approach in each Watershed Area to demonstrate its regional value, then subsequent Phases will scale the approach region-wide.

DETAILS

FUNDING REQUESTED:
FY 2021/2022: $75,000 initial request each from Lower LA River and Lower San Gabriel River Watershed Areas ($150,000 total)

Funding requested for later phases is to be determined based on results of phase 1; the project applicants are not asking the WASCs to earmark funds for future phases at this time

APPLICANT:
Gateway Water Management Authority,
on behalf of the Gateway Groups

COLLABORATORS:
Lower LA River Watershed Management Group
Los Cerritos Channel Watershed Group
Lower San Gabriel River Watershed Management Group

RESOLUTION NO. 21-01

A RESOLUTION OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY BOARD APPROVING THE SAFE, CLEAN WATER PROGRAM REGIONAL PROGRAM TRANSFER AGREEMENT, AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE AGREEMENT

THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY ("GWMA") BOARD OF DIRECTORS DOES HEREBY RESOLVE:

SECTION 1. The GWMA is the lead agency for the Gateway Area Pathfinding (GAP) Phase 1 Analysis (the "Study"). The Study has been selected for inclusion in the Lower Los Angeles River Stormwater Investment Plans ("SIP") under the Safe, Clean Water Program's Regional Scientific Studies Program (the "Program").

SECTION 2. As a condition for receiving funding under the Program, lead agencies must approve and execute a template Transfer Agreement for the Safe, Clean Water Program's Regional Program.

SECTION 3. The GWMA Board hereby approves the Transfer Agreement between the Los Angeles County Flood Control District and the GWMA, attached hereto as Attachment A.

SECTION 5. The GWMA Board hereby authorizes and directs the Chair to execute the attached Transfer Agreement on behalf of the GWMA.

SECTION 6. The GWMA Board hereby authorizes and directs the Executive Officer to take all other actions necessary to implement the attached Transfer Agreement in accordance with this Resolution.

PASSED, APPROVED and ADOPTED by the GWMA Board at a regular meeting held on the 10th day of November, 2021 by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ABSTAIN: Board Members:

_____
Lisa Ann Rapp, Chair

ATTEST:

_____
Traci Gleason, Program Administrator

ATTACHMENT A

Transfer Agreement

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND GATEWAY WATER MANAGEMENT AUTHORITY (GWMA) AGREEMENT NO. 2021RPLLAR50 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Gateway Water Management Authority (GWMA) for Gateway Area Pathfinding Analysis (GAP Analysis), hereinafter referred to as "Recipient."

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

"Days" means calendar days unless otherwise expressly indicated.

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

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

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

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

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

Los Angeles County Flood Control District		Recipient:	
Name:	CJ Caluag	Name:	Grace Kast
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	16401 Paramount Blvd, Paramount, CA 90723
Phone:	(626) 458-4037	Phone:	626-485-0338
Email:	CCALUAG@dpw.lacounty.gov	Email:	gracekast.gateway@gmail.com

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

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:
EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,

B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.

C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.

B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.

C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

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

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

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

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

Lower Los Angeles River

Gateway Water Management Authority (GWMA)

Gateway Area Pathfinding Analysis (GAP Analysis)

By: _____

Name:

Title:

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

A-1. BUDGET PLAN

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

The Gateway Area Pathfinding (GAP) Analysis scientific study will initiate the process of finding and analyzing new projects in a watershed context to plot a project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the Gateway Area Pathfinding (GAP) Analysis study by task and schedule:

Task	Subtask Description	Expenditure	FY21-22		Completion Date
			LLAR	LSGR	
1	**Identify and Reconcile Watershed-Wide Opportunities and Reporting**	Consultant	$29,925	$29,925	NTP + 13 months (December 2022)
1	**Task 1 Project Management and Administration**	Gateway Water Management Authority	$1,575	$1,575	NTP + 12 months (December 2022)
2	**Model Watershed-Scale Project Interactions and SCWP Scoring**	Consultant	$23,275	$23,275	NTP + 7 months (June 2022)
2	**Task 2 Project Management and Administration**	Gateway Water Management Authority	$1,225	$1,225	NTP + 7 months (June 2022)
3	**Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water**	Consultant	$11,400	$11,400	NTP + 8 months (July 2022)
3	**Task 3 Project Management and Administration**	Gateway Water Management Authority	$600	$600	NTP + 8 months (July 2022)
4	**Stormwater Investment Plan Recommendations**	Consultant	$6,650	$6,650	NTP + 12 months (November 2022)
4	**Task 4 Project Management and Administration**	Gateway Water Management Authority	$350	$350	NTP + 12 months (November 2022)
TOTAL			**$75,000**	**$75,000**	

A-2. CONSISTENT WITH SCW PROGRAM GOALS

Transfer Agreement Guidelines: By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code. The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The GAP Analysis will demonstrate how watershed science can be applied to define a specific pathway to clean water and water supply goals. It will bolster certainty that SCW Program investments (i.e., taxpayer dollars) will yield defensible, meaningful, measurable, and achievable improvements to the environment, and subsequently, to local communities.

This scientific study will benefit not only the Gateway Groups, but also the Watershed Area Steering Committees (WASCs) by generating new data to objectively inform implementation decisions. The following outcomes and benefits are anticipated:

- A detailed list of new project opportunities for the studied area
- Prioritization of currently known and new opportunities to meet local preferences, objectives, and budgets
- A scalable approach that can be used to reconcile planning between Watershed Management Groups in each Watershed Area
- Certainty and accountability to taxpayers that projects proposed for SCWP funding maximize return on investment

This study will directly address the following SCW Program goals (paraphrased below) by defining a clear, impactful, and adaptable pathway to safe, clean water:

A. Improve water quality by delineating a more actionable compliance pathway.
B. Increase drought preparedness by identifying more stormwater capture projects
C. Improve public health by cleaning up contaminated water and finding opportunities to improve local parks
E. Invest in multi-benefit infrastructure by evaluating performance using multiple metrics
F. Prioritize nature-based solutions by determining where and how they might be utilized
G. Provide a spectrum of project scales by assessing a broad menu of project types
H. Encourage innovation and new technologies by leveraging the latest watershed science and technology to identify and model a network of projects
I. Invest in independent scientific research
J. Provide benefits to disadvantaged communities by recommending a cost effective pathway to clean water, therefore conserving funding for community investments
L. Implement a process for adaptive management by creating a robust yet flexible pipeline of high-impact projects

A-3. ESTIMATED REASONABLE TOTAL ACTIVITY COST

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

The table below lists the estimated reasonable total activity costs for all phases and tasks of the Funded Activity. Phase 2 of the study has been proposed for FY22-23 funding, but has not been approved or programmed at the time that this Exhibit was submitted.

WASC	Phase 1 FY21-22
LLAR	**$75,000**
LSGR	**$75,000**
TOTAL	**$150,000**

A-4. FUNDED ACTIVITY DESCRIPTION AND SCOPE OF WORK

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

1. Project Management, including required reporting

2. General Compliance Requirements/Project Effectiveness and Performance

3. Permitting and Environmental Compliance

4. Planning, Design, and Engineering

5. Stakeholder and Community Outreach/Engagement Activities

6. Right of Way Acquisition

7. Construction and Implementation

8. Operation and Maintenance

The Gateway area watershed managers are the “last line of defense” before runoff discharges into the ocean from the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and were some of the first agencies to develop and implement Watershed Management Programs (WMPs) to address stormwater quality. Since adoption of their WMPs, the Lower LA River, Lower San Gabriel River, and Los Cerritos Channel Watershed Groups (herein described as the Gateway Groups) have made rapid, deliberate, and significant strides to plan, design, and construct impactful, multi-benefit stormwater capture infrastructure throughout the region (at least 20 regional projects completed, in construction, being designed, or analyzed for feasibility—totaling over $100M of funding secured for new infrastructure); however, as more projects successfully come online, the Groups identified the need to better understand how the overall *system* of projects functions at the watershed scale so that they can efficiently prioritize projects for Safe, Clean Water Program support.

While WMPs provided a flexible, watershed- and subwatershed-scale "recipe for compliance," the longer-term plan is coarse, leaving the Groups in need of implementation-scale details to confidently plot out their project-by-project pathway to clean water. Additionally, the Groups need a data-driven approach to coordinate which projects have the greatest watershed-scale impact and should be proposed for Regional Safe, Clean Water Program (SCWP) funding to most efficiently leverage taxpayer dollars.

Watershed science must therefore be applied to answer the following questions:

- **What specific portfolio of projects is possible throughout the watersheds?**
- **What are the most strategic projects to pursue individually/collaboratively to meet WMP clean water goals?**
- **How do projects interact at a watershed scale, and how does watershed context impact project design (e.g., how do upstream projects impact downstream projects)?**
- **In what order should the projects be designed and built to most efficiently improve water quality?**
- **Which multi-benefit projects should be proposed for SCWP regional funding and which should be funded with local municipal dollars?**

Answering these questions will enable the Gateway Groups to make more informed decisions about which projects to fund with taxpayer dollars through the Safe, Clean Water Program, support continue adaptive management of their WMPs, and help them respond to concerns from the State Water Resources Control Board regarding WMP specificity.

This study will support the Gateway Groups and other Permittees in the Lower LA River and Lower San Gabriel River Watershed Areas by enhancing their WMP planning with new, implementation-oriented project recommendations. Those recommendations will then be integrated with SCWP Stormwater Investment Planning to help the Groups agree on which projects should be proposed for Regional Infrastructure Program funding. This goal will be accomplished by applying the latest watershed science and tools to meet the following objectives:

(1) identify hidden projects throughout the Lower LA and Lower San Gabriel River Watershed Areas to supplement existing plans,
(2) explore how projects interact in a network at the watershed scale (including reconciling Infrastructure Program scoring conflicts between projects located in series),
(3) further articulate the Groups' recipes for compliance by aligning identified, feasible projects with water quality and community priorities, and
(4) translate the findings into stormwater Investment Plan recommendations that comprehensively support WMP implementation and safe, clean water.

This proposed first phase will initiate the approach in a subset of each Watershed Area, then subsequent phases will scale the approach region-wide. Although the study is being proposed specifically by the Gateway Groups, it will also assess areas managed by other Permittees in the Watershed Areas, including the LA River Upper Reach 2 Group, Upper San Gabriel River Group, Long Beach Nearshore Group, and the Cities of Compton and La Habra Heights.

Phase 1 of the GAP Analysis will test the following method:

TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES AND REPORTING:

Representative pilot subwatersheds in the LLAR and LSGR watershed areas will be prioritized and selected in collaboration with the Gateway Groups to test the GAP approach before scaling up in the proposed Phase 1. It is assumed that the pilot study areas will be 5 to 10 square miles in area and contain a variety of land use, land cover, and drainage conditions to appropriately validate the methods. All subsequent analyses will be focused on the selected pilot areas.

To identify and analyze projects at an appropriate scale for capital planning, the investigators will first use LiDAR data and aerial photograph bands obtained from LA County to generate planimetric data useful for project opportunity assessment. Once surface features are characterized using the high-resolution data, the team will work with the agencies of the Gateway Groups to develop a list of preferred project types and configurations customized to each jurisdiction, as appropriate. Opportunities will be considered on both publicly and privately owned parcels and within the road rights-of-way. This will allow careful evaluation of previous successes and local preferences to select practices well-suited to the physical and regulatory conditions of each jurisdiction.

Once the menu of project types is established, then potential project opportunities will be identified using a combination of automated geomatic processes and systematic visual review by engineers/planners. This is initiated by first establishing typologies—or areas with common characteristics—where certain project types tend to be feasible. Then specific, site-by-site screening will identify planning-level footprints for each project type across the area of interest. Once suites of potential projects are identified, then the drainage areas to each project, and inter-project routing, will be delineated using a series of automated algorithms and manually reviewed for accuracy.

The preceding steps will produce a list of potential stormwater capture opportunities, their associated maximum footprints, and drainage areas. This process will also generate the routing network between projects so that the pollutant loading to each project can be accurately represented, and thus the potential benefits of strategic project scheduling can be explored.

This task also includes all project management and reporting tasks, including SCW Program Quarterly Reports and Annual Reports, and progress meetings with the Gateway Groups or their appointed representatives.

Deliverables:

- Web Map of Potential Stormwater Capture Opportunities
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

TASK 2 - MODEL WATERSHED-SCALE PROJECT INTERACTIONS AND SCWP SCORING

Next, the optimum progress towards meeting WMP and water supply goals will be computed using methods and models consistent with the Gateway WMP Reasonable Assurance Analyses. This initial watershed analysis will provide the “bookends” for what range of performance can be expected from the identified suite of projects, and will be used to evaluate whether additional projects must be located in the area of interest to reach final compliance. Using the model results and the general project characteristics established for the menu in Task 1, SCWP scores will also be computed for each project in the context of the overall system of projects. This will allow upstream/downstream dynamics, and their impact on project scoring, to be explored (which is not currently possible with the SCWP Projects Module).

This task will generate the “maximum reasonable” implementation of stormwater capture projects in the area of interest, which will be refined and prioritized in the following Task 3.

Deliverables:

- Bookend Results Presentation to Gateway Groups or appointed representatives

TASK 3 - CROSS-REFERENCE PROJECTS WITH RECIPES FOR COMPLIANCE AND PLOT INITIAL PATH TO CLEAN WATER

Once the universe of potential projects and their performance are characterized, then the investigators can analyze which specific projects represent the most cost-effective pathway to clean water and satisfy the WMP recipes for compliance. This will be accomplished through an iterative modeling process that considers the downstream impacts when a certain project is turned on/off, and how each project impacts the necessity of additional projects upstream. Although the funding and schedule for Phase 1 will not enable development of a Watershed-Area-wide pathway to clean water, it will initiate the process in the pilot areas of each watershed so that the process can then be scaled up during subsequent phases.

Deliverables:

- Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives

TASK 4 - STORMWATER INVESTMENT PLAN RECOMMENDATIONS (INCLUDING PHASE 2 PLANNING)

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, recommendations for SIP programming will be developed. The process for scaling the analysis to the entire Watershed Area will also be scoped out to provide clear methodology for scale-up in Phase 2.

Deliverables:

- Draft and Final Stormwater Investment Plan Recommendations Technical Memorandum

A-5. OPERATIONS AND MAINTENANCE (O&M) PLAN

Does not apply to Scientific Studies

A-6. POST-CONSTRUCTION MONITORING

Does not apply to Scientific Studies

A-7. SUSTAINABILITY RATING

Does not apply to Scientific Studies

A-8. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGMENT PLAN

Does not apply to Scientific Studies

A-9. TRACKING INFRASTRUCTURE PROGRAM PROJECT BENEFITS

Does not apply to Scientific Studies

A-10. WORK SCHEDULE AND COMPLETION DATE

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

The following schedule assumes a Notice to Proceed (NTP) of December 1, 2021 for the FY 21-22 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	December 1, 2021
1	Prioritization and Selection of Pilot Areas	December 31, 2021
1	Quarterly Report 1 (retroactive completion of November 2021 report to input study scope and metrics) Quarterly Report 2	February 15, 2022
1	Web Map of Potential Stormwater Capture Opportunities	April 29, 2022
1	Quarterly Report 3	May 15, 2022
2	Bookend Results Presentation to Gateway Groups or appointed representatives	June 30, 2022
3	Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives	July 31, 2022
1	Quarterly Report 4	August 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	September 30, 2022
1	Quarterly Report 5	November 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	November 30, 2022
1	Annual Report	December 31, 2022

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

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

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

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

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

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

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

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

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

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

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

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

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

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

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

B-7. Availability of Funds

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

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

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

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

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

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

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

7. Example:

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

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Recipient shall notify the District promptly of the following:

    a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

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

b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;

d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;

e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;

f. Activity completion.

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Percent overall Funded Activity completion estimate;

    c. Breakdown of how the SCW Program Contribution has been expended;

    d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;

    f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;

    g. Scheduling concerns and issues encountered that may delay completion of the task;

    h. Work anticipated for the next reporting period;

    i. Any anticipated schedule or budget modifications;

j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

k. Additional financial or project-related information as required by the District;

l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;

m. Status of Recipient's insurance; and

n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

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

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

    - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.

- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.

- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

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

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.

6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.

2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars ($25,000,000),as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.

6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.

7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)

8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.

C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.

C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.

C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

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

[If the Recipient is not a public agency]

C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.

C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.

C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).

C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ___.

2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ___ days of the execution of this Addendum by the last party to sign.

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

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

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	● Preservation of native vegetation ● Minimal negative impact to existing drainage system	● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system	● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland	● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

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

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

RESOLUTION NO. 21-02

A RESOLUTION OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY BOARD APPROVING THE SAFE, CLEAN WATER PROGRAM REGIONAL PROGRAM TRANSFER AGREEMENT, AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE AGREEMENT

THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY ("GWMA") BOARD OF DIRECTORS DOES HEREBY RESOLVE:

SECTION 1. The GWMA is the lead agency for the Gateway Area Pathfinding (GAP) Phase 1 Analysis (the "Study"). The Study has been selected for inclusion in the Lower San Gabriel River Stormwater Investment Plans ("SIP") under the Safe, Clean Water Program's Regional Scientific Studies Program (the "Program").

SECTION 2. As a condition for receiving funding under the Program, lead agencies must approve and execute a template Transfer Agreement for the Safe, Clean Water Program's Regional Program.

SECTION 3. The GWMA Board hereby approves the Transfer Agreement between the Los Angeles County Flood Control District and the GWMA, attached hereto as Attachment A.

SECTION 5. The GWMA Board hereby authorizes and directs the Chair to execute the attached Transfer Agreement on behalf of the GWMA.

SECTION 6. The GWMA Board hereby authorizes and directs the Executive Officer to take all other actions necessary to implement the attached Transfer Agreement in accordance with this Resolution.

PASSED, APPROVED and ADOPTED by the GWMA Board at a regular meeting held on the 10th day of November, 2021 by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ABSTAIN: Board Members:

_____
Lisa Ann Rapp, Chair

ATTEST:

_____
Traci Gleason, Program Administrator

ATTACHMENT A

Transfer Agreement

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND GATEWAY WATER MANAGEMENT AUTHORITY (GWMA) AGREEMENT NO. 2021RPLSGR50 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Gateway Water Management Authority (GWMA) for Gateway Area Pathfinding Analysis (GAP Analysis), hereinafter referred to as "Recipient."

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

"Days" means calendar days unless otherwise expressly indicated.

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

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

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

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

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

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Morita	Name:	Grace Kast
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	16401 Paramount Blvd, Paramount, CA 90723
Phone:	(626) 300-2380	Phone:	626-487-0338
Email:	mmorita@dpw.lacounty.gov	Email:	gracekast.gateway@gmail.com

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

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:
EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,

B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.

C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.

B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.

C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

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

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

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

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

Lower San Gabriel River

Gateway Water Management Authority (GWMA)

Gateway Area Pathfinding Analysis (GAP Analysis)

By: _____

Name:

Title:

Date: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: _____

A-1. BUDGET PLAN

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

The Gateway Area Pathfinding (GAP) Analysis scientific study will initiate the process of finding and analyzing new projects in a watershed context to plot a project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the Gateway Area Pathfinding (GAP) Analysis study by task and schedule:

Task	Subtask Description	Expenditure	FY21-22		Completion Date
			LLAR	LSGR	
1	**Identify and Reconcile Watershed-Wide Opportunities and Reporting**	Consultant	$29,925	$29,925	NTP + 13 months (December 2022)
1	**Task 1 Project Management and Administration**	Gateway Water Management Authority	$1,575	$1,575	NTP + 12 months (December 2022)
2	**Model Watershed-Scale Project Interactions and SCWP Scoring**	Consultant	$23,275	$23,275	NTP + 7 months (June 2022)
2	**Task 2 Project Management and Administration**	Gateway Water Management Authority	$1,225	$1,225	NTP + 7 months (June 2022)
3	**Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water**	Consultant	$11,400	$11,400	NTP + 8 months (July 2022)
3	**Task 3 Project Management and Administration**	Gateway Water Management Authority	$600	$600	NTP + 8 months (July 2022)
4	**Stormwater Investment Plan Recommendations**	Consultant	$6,650	$6,650	NTP + 12 months (November 2022)
4	**Task 4 Project Management and Administration**	Gateway Water Management Authority	$350	$350	NTP + 12 months (November 2022)
TOTAL			**$75,000**	**$75,000**	

A-2. CONSISTENT WITH SCW PROGRAM GOALS

Transfer Agreement Guidelines: By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code. The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The GAP Analysis will demonstrate how watershed science can be applied to define a specific pathway to clean water and water supply goals. It will bolster certainty that SCW Program investments (i.e., taxpayer dollars) will yield defensible, meaningful, measurable, and achievable improvements to the environment, and subsequently, to local communities.

This scientific study will benefit not only the Gateway Groups, but also the Watershed Area Steering Committees (WASCs) by generating new data to objectively inform implementation decisions. The following outcomes and benefits are anticipated:

- A detailed list of new project opportunities for the studied area
- Prioritization of currently known and new opportunities to meet local preferences, objectives, and budgets
- A scalable approach that can be used to reconcile planning between Watershed Management Groups in each Watershed Area
- Certainty and accountability to taxpayers that projects proposed for SCWP funding maximize return on investment

This study will directly address the following SCW Program goals (paraphrased below) by defining a clear, impactful, and adaptable pathway to safe, clean water:

A. Improve water quality by delineating a more actionable compliance pathway.
B. Increase drought preparedness by identifying more stormwater capture projects
C. Improve public health by cleaning up contaminated water and finding opportunities to improve local parks
E. Invest in multi-benefit infrastructure by evaluating performance using multiple metrics
F. Prioritize nature-based solutions by determining where and how they might be utilized
G. Provide a spectrum of project scales by assessing a broad menu of project types
H. Encourage innovation and new technologies by leveraging the latest watershed science and technology to identify and model a network of projects
I. Invest in independent scientific research
J. Provide benefits to disadvantaged communities by recommending a cost effective pathway to clean water, therefore conserving funding for community investments
L. Implement a process for adaptive management by creating a robust yet flexible pipeline of high-impact projects

A-3. ESTIMATED REASONABLE TOTAL ACTIVITY COST

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

The table below lists the estimated reasonable total activity costs for all phases and tasks of the Funded Activity. Phase 2 of the study has been proposed for FY22-23 funding, but has not been approved or programmed at the time that this Exhibit was submitted.

WASC	Phase 1 FY21-22
LLAR	**$75,000**
LSGR	**$75,000**
TOTAL	**$150,000**

A-4. FUNDED ACTIVITY DESCRIPTION AND SCOPE OF WORK

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

1. Project Management, including required reporting

2. General Compliance Requirements/Project Effectiveness and Performance

3. Permitting and Environmental Compliance

4. Planning, Design, and Engineering

5. Stakeholder and Community Outreach/Engagement Activities

6. Right of Way Acquisition

7. Construction and Implementation

8. Operation and Maintenance

The Gateway area watershed managers are the “last line of defense” before runoff discharges into the ocean from the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and were some of the first agencies to develop and implement Watershed Management Programs (WMPs) to address stormwater quality. Since adoption of their WMPs, the Lower LA River, Lower San Gabriel River, and Los Cerritos Channel Watershed Groups (herein described as the Gateway Groups) have made rapid, deliberate, and significant strides to plan, design, and construct impactful, multi-benefit stormwater capture infrastructure throughout the region (at least 20 regional projects completed, in construction, being designed, or analyzed for feasibility—totaling over $100M of funding secured for new infrastructure); however, as more projects successfully come online, the Groups identified the need to better understand how the overall *system* of projects functions at the watershed scale so that they can efficiently prioritize projects for Safe, Clean Water Program support.

While WMPs provided a flexible, watershed- and subwatershed-scale "recipe for compliance," the longer-term plan is coarse, leaving the Groups in need of implementation-scale details to confidently plot out their project-by-project pathway to clean water. Additionally, the Groups need a data-driven approach to coordinate which projects have the greatest watershed-scale impact and should be proposed for Regional Safe, Clean Water Program (SCWP) funding to most efficiently leverage taxpayer dollars.

Watershed science must therefore be applied to answer the following questions:

- **What specific portfolio of projects is possible throughout the watersheds?**
- **What are the most strategic projects to pursue individually/collaboratively to meet WMP clean water goals?**
- **How do projects interact at a watershed scale, and how does watershed context impact project design (e.g., how do upstream projects impact downstream projects)?**
- **In what order should the projects be designed and built to most efficiently improve water quality?**
- **Which multi-benefit projects should be proposed for SCWP regional funding and which should be funded with local municipal dollars?**

Answering these questions will enable the Gateway Groups to make more informed decisions about which projects to fund with taxpayer dollars through the Safe, Clean Water Program, support continue adaptive management of their WMPs, and help them respond to concerns from the State Water Resources Control Board regarding WMP specificity.

This study will support the Gateway Groups and other Permittees in the Lower LA River and Lower San Gabriel River Watershed Areas by enhancing their WMP planning with new, implementation-oriented project recommendations. Those recommendations will then be integrated with SCWP Stormwater Investment Planning to help the Groups agree on which projects should be proposed for Regional Infrastructure Program funding. This goal will be accomplished by applying the latest watershed science and tools to meet the following objectives:

(1) identify hidden projects throughout the Lower LA and Lower San Gabriel River Watershed Areas to supplement existing plans,
(2) explore how projects interact in a network at the watershed scale (including reconciling Infrastructure Program scoring conflicts between projects located in series),
(3) further articulate the Groups' recipes for compliance by aligning identified, feasible projects with water quality and community priorities, and
(4) translate the findings into stormwater Investment Plan recommendations that comprehensively support WMP implementation and safe, clean water.

This proposed first phase will initiate the approach in a subset of each Watershed Area, then subsequent phases will scale the approach region-wide. Although the study is being proposed specifically by the Gateway Groups, it will also assess areas managed by other Permittees in the Watershed Areas, including the LA River Upper Reach 2 Group, Upper San Gabriel River Group, Long Beach Nearshore Group, and the Cities of Compton and La Habra Heights.

Phase 1 of the GAP Analysis will test the following method:

TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES AND REPORTING:

Representative pilot subwatersheds in the LLAR and LSGR watershed areas will be prioritized and selected in collaboration with the Gateway Groups to test the GAP approach before scaling up in the proposed Phase 1. It is assumed that the pilot study areas will be 5 to 10 square miles in area and contain a variety of land use, land cover, and drainage conditions to appropriately validate the methods. All subsequent analyses will be focused on the selected pilot areas.

To identify and analyze projects at an appropriate scale for capital planning, the investigators will first use LiDAR data and aerial photograph bands obtained from LA County to generate planimetric data useful for project opportunity assessment. Once surface features are characterized using the high-resolution data, the team will work with the agencies of the Gateway Groups to develop a list of preferred project types and configurations customized to each jurisdiction, as appropriate. Opportunities will be considered on both publicly and privately owned parcels and within the road rights-of-way. This will allow careful evaluation of previous successes and local preferences to select practices well-suited to the physical and regulatory conditions of each jurisdiction.

Once the menu of project types is established, then potential project opportunities will be identified using a combination of automated geomatic processes and systematic visual review by engineers/planners. This is initiated by first establishing typologies—or areas with common characteristics—where certain project types tend to be feasible. Then specific, site-by-site screening will identify planning-level footprints for each project type across the area of interest. Once suites of potential projects are identified, then the drainage areas to each project, and inter-project routing, will be delineated using a series of automated algorithms and manually reviewed for accuracy.

The preceding steps will produce a list of potential stormwater capture opportunities, their associated maximum footprints, and drainage areas. This process will also generate the routing network between projects so that the pollutant loading to each project can be accurately represented, and thus the potential benefits of strategic project scheduling can be explored.

This task also includes all project management and reporting tasks, including SCW Program Quarterly Reports and Annual Reports, and progress meetings with the Gateway Groups or their appointed representatives.

Deliverables:

- Web Map of Potential Stormwater Capture Opportunities
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

TASK 2 - MODEL WATERSHED-SCALE PROJECT INTERACTIONS AND SCWP SCORING

Next, the optimum progress towards meeting WMP and water supply goals will be computed using methods and models consistent with the Gateway WMP Reasonable Assurance Analyses. This initial watershed analysis will provide the “bookends” for what range of performance can be expected from the identified suite of projects, and will be used to evaluate whether additional projects must be located in the area of interest to reach final compliance. Using the model results and the general project characteristics established for the menu in Task 1, SCWP scores will also be computed for each project in the context of the overall system of projects. This will allow upstream/downstream dynamics, and their impact on project scoring, to be explored (which is not currently possible with the SCWP Projects Module).

This task will generate the “maximum reasonable” implementation of stormwater capture projects in the area of interest, which will be refined and prioritized in the following Task 3.

Deliverables:

- Bookend Results Presentation to Gateway Groups or appointed representatives

TASK 3 - CROSS-REFERENCE PROJECTS WITH RECIPES FOR COMPLIANCE AND PLOT INITIAL PATH TO CLEAN WATER

Once the universe of potential projects and their performance are characterized, then the investigators can analyze which specific projects represent the most cost-effective pathway to clean water and satisfy the WMP recipes for compliance. This will be accomplished through an iterative modeling process that considers the downstream impacts when a certain project is turned on/off, and how each project impacts the necessity of additional projects upstream. Although the funding and schedule for Phase 1 will not enable development of a Watershed-Area-wide pathway to clean water, it will initiate the process in the pilot areas of each watershed so that the process can then be scaled up during subsequent phases.

Deliverables:

- Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives

TASK 4 - STORMWATER INVESTMENT PLAN RECOMMENDATIONS (INCLUDING PHASE 2 PLANNING)

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, recommendations for SIP programming will be developed. The process for scaling the analysis to the entire Watershed Area will also be scoped out to provide clear methodology for scale-up in Phase 2.

Deliverables:

- Draft and Final Stormwater Investment Plan Recommendations Technical Memorandum

A-5. OPERATIONS AND MAINTENANCE (O&M) PLAN

Does not apply to Scientific Studies

A-6. POST-CONSTRUCTION MONITORING

Does not apply to Scientific Studies

A-7. SUSTAINABILITY RATING

Does not apply to Scientific Studies

A-8. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGMENT PLAN

Does not apply to Scientific Studies

A-9. TRACKING INFRASTRUCTURE PROGRAM PROJECT BENEFITS

Does not apply to Scientific Studies

A-10. WORK SCHEDULE AND COMPLETION DATE

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

The following schedule assumes a Notice to Proceed (NTP) of December 1, 2021 for the FY 21-22 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	December 1, 2021
1	Prioritization and Selection of Pilot Areas	December 31, 2021
1	Quarterly Report 1 (retroactive completion of November 2021 report to input study scope and metrics) Quarterly Report 2	February 15, 2022
1	Web Map of Potential Stormwater Capture Opportunities	April 29, 2022
1	Quarterly Report 3	May 15, 2022
2	Bookend Results Presentation to Gateway Groups or appointed representatives	June 30, 2022
3	Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives	July 31, 2022
1	Quarterly Report 4	August 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	September 30, 2022
1	Quarterly Report 5	November 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	November 30, 2022
1	Annual Report	December 31, 2022

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

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

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

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

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

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

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

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

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

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

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

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

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

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

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

B-7. Availability of Funds

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

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

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

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

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

B-10. Completion of Funded Activity by the Recipient

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

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

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

B-12. Competitive Bidding and Procurements

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

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

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

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

B-14. Default Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Terminate the Agreement.

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

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

B-20. Indemnification

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

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

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

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

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

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

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

7. Example:

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

B-24. Modification

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

B-25. Non-Discrimination

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

B-26. No Obligation of the District

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

B-27. No Third-Party Rights

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

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Recipient shall notify the District promptly of the following:

    a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

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

b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;

d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;

e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;

f. Activity completion.

B-29. Public Records

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

B-30. Recipient's Responsibility for Work

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

B-31. Related Litigation

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

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

B-32. Remaining Balance

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

B-33. Reporting

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

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Percent overall Funded Activity completion estimate;

    c. Breakdown of how the SCW Program Contribution has been expended;

    d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;

    f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;

    g. Scheduling concerns and issues encountered that may delay completion of the task;

    h. Work anticipated for the next reporting period;

    i. Any anticipated schedule or budget modifications;

j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

k. Additional financial or project-related information as required by the District;

l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;

m. Status of Recipient's insurance; and

n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

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

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

    - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.

- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.

- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

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

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.

6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf

B-35. Requirements for Good Standing

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

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.

2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars ($25,000,000),as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.

6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.

7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)

8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

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

B-37. Travel

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

B-38. Unenforceable Provision

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

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.

C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.

C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.

C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

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

[If the Recipient is not a public agency]

C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.

C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.

C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).

C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ___.

2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ___ days of the execution of this Addendum by the last party to sign.

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

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

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	● Preservation of native vegetation ● Minimal negative impact to existing drainage system	● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system	● Creation of open green space ● Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	•Partial restoration of existing riparian habitat and wetlands •Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted •No potable water used to sustain the wetland	● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 16 and 30 different native plant species newly planted ● No potable water used to sustain the wetland	● Full restoration and expansion of existing riparian habitat and wetlands ● Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted ● No potable water used to sustain the wetland

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

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

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

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

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

3. Wildlife Management

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

4. Facility Inspection

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

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.

    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

To:	Gateway Water Management Authority
From:	Craftwater Engineering
Date:	October 22, 2021
Subject:	Regional Program Scientific Study FY21-22 Exhibit A Scope of Work – Gateway Area Pathfinding Analysis Phase 1

A-1. BUDGET PLAN

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

The Gateway Area Pathfinding (GAP) Analysis scientific study will initiate the process of finding and analyzing new projects in a watershed context to plot a project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the Gateway Area Pathfinding (GAP) Analysis study by task and schedule:

Task	Subtask Description	Expediture	FY21-22		Completion Date
			LLAR	LSGR	
1	**Identify and Reconcile Watershed-Wide Opportunities and Reporting**	Craftwater Engineering Inc.	$29,925	$29,925	NTP + 13 months (December 2022)
1	**Task 1 Project Management and Administration**	Gateway Water Management Authority	$1,575	$1,575	NTP + 12 months (December 2022)
2	**Model Watershed-Scale Project Interactions and SCWP Scoring**	Craftwater Engineering Inc.	$23,275	$23,275	NTP + 7 months (June 2022)
2	**Task 2 Project Management and Administration**	Gateway Water Management Authority	$1,225	$1,225	NTP + 7 months (June 2022)
3	**Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water**	Craftwater Engineering Inc.	$11,400	$11,400	NTP + 8 months (July 2022)
3	**Task 3 Project Management and Administration**	Gateway Water Management Authority	$600	$600	NTP + 8 months (July 2022)
4	**Stormwater Investment Plan Recommendations**	Craftwater Engineering Inc.	$6,650	$6,650	NTP + 12 months (November 2022)
4	**Task 4 Project Management and Administration**	Gateway Water Management Authority	$350	$350	NTP + 12 months (November 2022)
TOTAL			**$75,000**	**$75,000**	

A-2. CONSISTENT WITH SCW PROGRAM GOALS

Transfer Agreement Guidelines: By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code. The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The GAP Analysis will demonstrate how watershed science can be applied to define a specific pathway to clean water and water supply goals. It will bolster certainty that SCW Program investments (i.e., taxpayer dollars) will yield defensible, meaningful, measurable, and achievable improvements to the environment, and subsequently, to local communities.

This scientific study will benefit not only the Gateway Groups, but also the Watershed Area Steering Committees (WASCs) by generating new data to objectively inform implementation decisions. The following outcomes and benefits are anticipated:

- A detailed list of new project opportunities for the studied area
- Prioritization of currently known and new opportunities to meet local preferences, objectives, and budgets
- A scalable approach that can be used to reconcile planning between Watershed Management Groups in each Watershed Area
- Certainty and accountability to taxpayers that projects proposed for SCWP funding maximize return on investment

This study will directly address the following SCW Program goals (paraphrased below) by defining a clear, impactful, and adaptable pathway to safe, clean water:

A. **Improve water quality** by delineating a more actionable compliance pathway.
B. **Increase drought preparedness** by identifying more stormwater capture projects
C. **Improve public health** by cleaning up contaminated water and finding opportunities to improve local parks
E. **Invest in multi-benefit infrastructure** by evaluating performance using multiple metrics
F. **Prioritize nature-based solutions** by determining where and how they might be utilized
G. **Provide a spectrum of project scales** by assessing a broad menu of project types
H. **Encourage innovation and new technologies** by leveraging the latest watershed science and technology to identify and model a network of projects
I. **Invest in independent scientific research**
J. **Provide benefits to disadvantaged communities** by recommending a cost effective pathway to clean water, therefore conserving funding for community investments
L. **Implement a process for adaptive management** by creating a robust yet flexible pipeline of high-impact projects

A-3. ESTIMATED REASONABLE TOTAL ACTIVITY COST

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

The table below lists the estimated reasonable total activity costs for all phases and tasks of the Funded Activity. Phase 2 of the study has been proposed for FY22-23 funding, but has not been approved or programmed at the time that this Exhibit was submitted.

WASC	Phase 1 FY21-22
LLAR	**$75,000**
LSGR	**$75,000**
TOTAL	**$150,000**

A-4. FUNDED ACTIVITY DESCRIPTION AND SCOPE OF WORK

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

1. Project Management, including required reporting

2. General Compliance Requirements/Project Effectiveness and Performance

3. Permitting and Environmental Compliance

4. Planning, Design, and Engineering

5. Stakeholder and Community Outreach/Engagement Activities

6. Right of Way Acquisition

7. Construction and Implementation

8. Operation and Maintenance

The Gateway area watershed managers are the “last line of defense” before runoff discharges into the ocean from the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and were some of the first agencies to develop and implement Watershed Management Programs (WMPs) to address stormwater quality. Since adoption of their WMPs, the Lower LA River, Lower San Gabriel River, and Los Cerritos Channel Watershed Groups (herein described as the Gateway Groups) have made rapid, deliberate, and significant strides to plan, design, and construct impactful, multi-benefit stormwater capture infrastructure throughout the region (at least 20 regional projects completed, in construction, being designed, or analyzed for feasibility—totaling over $100M of funding secured for new infrastructure); however, as more projects successfully come online, the Groups identified the need to better understand how the overall *system* of projects functions at the watershed scale so that they can efficiently prioritize projects for Safe, Clean Water Program support.

While WMPs provided a flexible, watershed- and subwatershed-scale "recipe for compliance," the longer-term plan is coarse, leaving the Groups in need of implementation-scale details to confidently plot out their project-by-project pathway to clean water. Additionally, the Groups need a data-driven approach to coordinate which projects have the greatest watershed-scale impact and should be proposed for Regional Safe, Clean Water Program (SCWP) funding to most efficiently leverage taxpayer dollars.

Watershed science must therefore be applied to answer the following questions:

- **What specific portfolio of projects is possible throughout the watersheds?**
- **What are the most strategic projects to pursue individually/collaboratively to meet WMP clean water goals?**
- **How do projects interact at a watershed scale, and how does watershed context impact project design (e.g., how do upstream projects impact downstream projects)?**
- **In what order should the projects be designed and built to most efficiently improve water quality?**
- **Which multi-benefit projects should be proposed for SCWP regional funding and which should be funded with local municipal dollars?**

Answering these questions will enable the Gateway Groups to make more informed decisions about which projects to fund with taxpayer dollars through the Safe, Clean Water Program, support continue adaptive management of their WMPs, and help them respond to concerns from the State Water Resources Control Board regarding WMP specificity.

This study will support the Gateway Groups and other Permittees in the Lower LA River and Lower San Gabriel River Watershed Areas by enhancing their WMP planning with new, implementation-oriented project recommendations. Those recommendations will then be integrated with SCWP Stormwater Investment Planning to help the Groups agree on which projects should be proposed for Regional Infrastructure Program funding. This goal will be accomplished by applying the latest watershed science and tools to meet the following objectives:

(1) identify hidden projects throughout the Lower LA and Lower San Gabriel River Watershed Areas to supplement existing plans,
(2) explore how projects interact in a network at the watershed scale (including reconciling Infrastructure Program scoring conflicts between projects located in series),
(3) further articulate the Groups' recipes for compliance by aligning identified, feasible projects with water quality and community priorities, and
(4) translate the findings into stormwater Investment Plan recommendations that comprehensively support WMP implementation and safe, clean water.

This proposed first phase will initiate the approach in a subset of each Watershed Area, then subsequent phases will scale the approach region-wide. Although the study is being proposed specifically by the Gateway Groups, it will also assess areas managed by other Permittees in the Watershed Areas, including the LA River Upper Reach 2 Group, Upper San Gabriel River Group, Long Beach Nearshore Group, and the Cities of Compton and La Habra Heights.

Phase 1 of the GAP Analysis will test the following method:

TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES AND REPORTING:

Representative pilot subwatersheds in the LLAR and LSGR watershed areas will be prioritized and selected in collaboration with the Gateway Groups to test the GAP approach before scaling up in the proposed Phase 1. It is assumed that the pilot study areas will be 5 to 10 square miles in area and contain a variety of land use, land cover, and drainage conditions to appropriately validate the methods. All subsequent analyses will be focused on the selected pilot areas.

To identify and analyze projects at an appropriate scale for capital planning, the investigators will first use LiDAR data and aerial photograph bands obtained from LA County to generate planimetric data useful for project opportunity assessment. Once surface features are characterized using the high-resolution data, the team will work with the agencies of the Gateway Groups to develop a list of preferred project types and configurations customized to each jurisdiction, as appropriate. Opportunities will be considered on both publicly and privately owned parcels and within the road rights-of-way. This will allow careful evaluation of previous successes and local preferences to select practices well-suited to the physical and regulatory conditions of each jurisdiction.

Once the menu of project types is established, then potential project opportunities will be identified using a combination of automated geomatic processes and systematic visual review by engineers/planners. This is initiated by first establishing typologies—or areas with common characteristics—where certain project types tend to be feasible. Then specific, site-by-site screening will identify planning-level footprints for each project type across the area of interest. Once suites of potential projects are identified, then the drainage areas to each project, and inter-project routing, will be delineated using a series of automated algorithms and manually reviewed for accuracy.

The preceding steps will produce a list of potential stormwater capture opportunities, their associated maximum footprints, and drainage areas. This process will also generate the routing network between projects so that the pollutant loading to each project can be accurately represented, and thus the potential benefits of strategic project scheduling can be explored.

This task also includes all project management and reporting tasks, including SCW Program Quarterly Reports and Annual Reports, and progress meetings with the Gateway Groups or their appointed representatives.

Deliverables:

- Web Map of Potential Stormwater Capture Opportunities
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

TASK 2 - MODEL WATERSHED-SCALE PROJECT INTERACTIONS AND SCWP SCORING

Next, the optimum progress towards meeting WMP and water supply goals will be computed using methods and models consistent with the Gateway WMP Reasonable Assurance Analyses. This initial watershed analysis will provide the “bookends” for what range of performance can be expected from the identified suite of projects, and will be used to evaluate whether additional projects must be located in the area of interest to reach final compliance. Using the model results and the general project characteristics established for the menu in Task 1, SCWP scores will also be computed for each project in the context of the overall system of projects. This will allow upstream/downstream dynamics, and their impact on project scoring, to be explored (which is not currently possible with the SCWP Projects Module).

This task will generate the “maximum reasonable” implementation of stormwater capture projects in the area of interest, which will be refined and prioritized in the following Task 3.

Deliverables:

- Bookend Results Presentation to Gateway Groups or appointed representatives

TASK 3 - CROSS-REFERENCE PROJECTS WITH RECIPES FOR COMPLIANCE AND PLOT INITIAL PATH TO CLEAN WATER

Once the universe of potential projects and their performance are characterized, then the investigators can analyze which specific projects represent the most cost-effective pathway to clean water and satisfy the WMP recipes for compliance. This will be accomplished through an iterative modeling process that considers the downstream impacts when a certain project is turned on/off, and how each project impacts the necessity of additional projects upstream. Although the funding and schedule for Phase 1 will not enable development of a Watershed-Area-wide pathway to clean water, it will initiate the process in the pilot areas of each watershed so that the process can then be scaled up during subsequent phases.

Deliverables:

- Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives

TASK 4 - STORMWATER INVESTMENT PLAN RECOMMENDATIONS (INCLUDING PHASE 2 PLANNING)

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, recommendations for SIP programming will be developed. The process for scaling the analysis to the entire Watershed Area will also be scoped out to provide clear methodology for scale-up in Phase 2.

Deliverables:

- Draft and Final Stormwater Investment Plan Recommendations Technical Memorandum

A-5. OPERATIONS AND MAINTENANCE (O&M) PLAN

Does not apply to Scientific Studies

A-6. POST-CONSTRUCTION MONITORING

Does not apply to Scientific Studies

A-7. SUSTAINABILITY RATING

Does not apply to Scientific Studies

A-8. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGMENT PLAN

Does not apply to Scientific Studies

A-9. TRACKING INFRASTRUCTURE PROGRAM PROJECT BENEFITS

Does not apply to Scientific Studies

A-10. WORK SCHEDULE AND COMPLETION DATE

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

The following schedule assumes a Notice to Proceed (NTP) of December 1, 2021 for the FY 21-22 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	December 1, 2021
1	Prioritization and Selection of Pilot Areas	December 31, 2021
1	Quarterly Report 1 (retroactive completion of November 2021 report to input study scope and metrics) Quarterly Report 2	February 15, 2022
1	Web Map of Potential Stormwater Capture Opportunities	April 29, 2022
1	Quarterly Report 3	May 15, 2022
2	Bookend Results Presentation to Gateway Groups or appointed representatives	June 30, 2022
3	Initial Clean Water Pathway Results Presentation to Gateway Groups or appointed representatives	July 31, 2022
1	Quarterly Report 4	August 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	September 30, 2022
1	Quarterly Report 5	November 15, 2022
4	Draft Stormwater Investment Plan Recommendations Technical Memorandum	November 30, 2022
1	Annual Report	December 31, 2022