



*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, January 12, 2023 at 12:00 PM**

**Meeting Remote Location  
via WebEx**

**<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=m32ccf1a6e215ef046aee2eecd1697ceb>**

**or via phone  
1-415-655-0001**

**Meeting number: 2554 220 5713**

**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 Consent Calendar: (Acted as one item unless withdrawn by request)**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 November 10, 2022 (Enclosure).
  - b. Ratify the Warrant Register for December 2022 and Approve the Warrant Register for January 2023 (Enclosures).
  - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
  - d. Reconsider the circumstances of the COVID-19 state of emergency; and at least one of the following circumstances exist:
    - 1) The COVID-19 state of emergency continues to directly impact the ability of Board Members to meet safely in person; or
    - 2) State and local officials continue to recommend measures to promote social distancing.

**Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer**  
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- 6. Discussion/Action Regarding Safe Clean Water Program Transfer Agreements for Gateway Area Pathfinding Phase 2 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 (Enclosures)**
  - a. Adopt Resolution No. 23-01, approving the SCWP Transfer Agreement for the LLAR GAP Phase 2 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. 23-02, approving the SCWP Transfer Agreement for the LSGR GAP Phase 2 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 per Craftwater Engineering's proposal for the Phase 2 Study in an amount not to exceed \$437,000 and as presented for both Transfer Agreements, using the On-Call Consultant Professional Services Agreement on file.
- 7. GWMA Regional Project Development/Grant Writing Updates**
  - a. Storm Water Capture –by Oliver Galang (Craftwater Engineering)
  - b. Recycled Water –by Yoshi Andersen (Geosyntec Consultants)
  - c. PFOS/PFOA and New Wells –by Christy Cooper (Harris & Associates)
- 8. Safe Clean Water Program – Oral Report**
  - a. Lower San Gabriel River “LSGR” WASC Chair – Melissa You
  - b. Lower Los Angeles River “LLAR” WASC Chair – Gina Nila
- 9. Executive Officer's Oral Report**
  - a. Update Regarding Accounting Services by Clifton Larson Allen
- 10. Directors' Oral Comments/Reports**
- 11. Adjournment to Regular Board Meeting on February 9, 2023.**

**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](http://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, NOVEMBER 10, 2022**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, November 10, 2022 at 12:00 p.m. via WebEx and Phone Conference.

Chair Adriana Figueroa called the meeting to order at 12:19 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Grissel Chavez	Bell Gardens
Madeline Chen (alternate)	Central Basin Municipal Water District
Mike O'Grady	Cerritos
Gina Nila	Commerce
Victor Meza	Compton
Aaron Hernandez-Torres	Cudahy
Dan Mueller (alternate)	Downey
Whitford Marin (alternate)	Huntington Park
Mark Stowell	La Mirada
Kelli Pickler	Lakewood
Colin Averil (alternate)	Long Beach
Adriana Figueroa	Paramount
Dylan Porter (alternate)	Port of Long Beach
Sarina Morales-Choate (alternate)	Santa Fe Springs
Gladis Deras (alternate)	South Gate
Esther Rojas (alternate)	Water Replenishment District
Kyle Cason (alternate)	Whittier

**STAFF AND GUESTS ON SIGN-IN SHEET:**

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Kekoa Anderson	Funding/Grants Program
Nicholas Ghirelli	Legal Counsel
Emma Sharif	Compton
Rob Beste	Water Replenishment District
Madeline Anderson	Koa Consulting
Christy Cooper	Harris & Associates
Oliver Galang	Craftwater Engineering
Yoshi Andersen	Geosyntec Consultants
Ted Mueller	CliftonLarsonAllen
Joseph Velasco	Orchard Water District

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**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

**ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD**

None.

**ITEM 5 - CONSENT CALENDAR**

Director Mueller moved to approve the consent calendar.

The motion was seconded by Director Meza and was approved by the following voice vote:

**AYES:** Chavez, Chen, O’Grady, Nila, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Figueroa, Porter, Morales-Choate, Deras, E. Rojas, Cason.

**NOES:** None.

**ABSTAIN:** Averill (Minutes only).

**ITEM 6 - DISCUSSION/ACTION REGARDING PROFESSIONAL SERVICES AGREEMENT WITH CLIFTONLARSONALLEN, LLP**

CliftonLarsonAllen, LLP (CLA), has been providing on-going accounting support services, on an as-needed basis for GWMA since October 2016. The existing Professional Services Agreement (PSA) expires on December 31, 2022. As a result, on September 2, 2022, staff released a Request for Proposal (RFP) for accounting support services beginning on January 1, 2023. Executive Officer Grace Kast noted the RFP was posted on the home page of GWMA’s website and sent to several accounting firms. Additionally, the RFP was sent to GWMA Board Members and Alternates to share with recommended individuals or companies. After only two proposals were received, they were provided to the Board Executive Committee for evaluation. During the course of the review, it was determined that one proposer had not provided all of the required information for the fee portion of their proposal; and therefore, the omitted information did not allow for an evaluation of cost competitiveness. CLA provided the required information and qualifications. The Board was requested to accept CLA’s proposal and enter into a 2-year agreement with 2 one year extension options effective January 1, 2023.

Director Meza moved to approve the PSA between GWMA and CLA, and authorize the Chair to execute the PSA with CLA. The motion was seconded by Director E. Rojas and was approved by the following voice vote:

**AYES:** Chavez, Chen, O’Grady, Nila, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Averill, Figueroa, Porter, Morales-Choate, Deras, E. Rojas, Cason.

**NOES:** None.

**ABSTAIN:** None.

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**ITEM 7 – GWMA REGIONAL PFAS GROUNDWATER TREATMENT PROJECT APPLICATION**

Christy Cooper of Harris & Associates reported that under the California Budget Act of 2021 and Budget Act of 2022, California's State Water Resources Control Board has issued an Emerging Contaminants (EC) Supplemental Intended Use Plan (SIUP) to apply for and administer this Federal funding to, among other goals, reduce human exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS) through drinking water. SIUP applications for EC (including PFAS) funding are being accepted on a continuous basis. The application process begins with a General Application and related attachments. Submission of the SIUP application allows the State to initiate review and discussion of the projects. The State may also provide recommendations for project structuring before including it in the SIUP, which gives priority to the project for funding. This submission would not be the final grant application.

Based on discussions with the State Water Board's Division of Finance, GWMA may package multiple member-city projects together and apply for this funding. However, the packaged projects must be similar in nature; that is, similar size, project type, and at the same project stage. Eligible project types include construction of a new treatment facility or upgrade to an existing treatment facility that addresses ECs. Systems serving >25,000 people are eligible for 50% grant funding or principal forgiveness of up to \$5,000,000 per system.

Harris & Associates has been conducting research and coordinating with interested GWMA member agencies. As a result, two member projects were recommended to be combined as one GWMA Regional PFAS Groundwater Treatment Project because they are each developing similarly scoped projects to treat groundwater for PFAS and are both expected to be construction ready in early 2024.

With the approval from the Board, GWMA staff would submit a general information package to the State Water Board for inclusion of the Regional PFAS Groundwater Treatment Project in the SIUP. The submission of the general information package is a State recommended step in the full application process. Furthermore, once the project is included in the SIUP, GWMA is to submit a further application for specific grant funding or principal forgiveness.

The Board was requested to adopt a resolution to approve submission of the general information package.

Director Nila motioned to adopt Resolution 22-03 to Approve the Filing of a Financial Assistance General Information Package to the California State Water Board for the GWMA Regional PFAS Groundwater Treatment Project. The motion was seconded by Director Chen and was approved by the following voice vote:

**AYES:**        **Chavez, Chen, O'Grady, Nila, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Averill, Figueroa, Porter, Morales-Choate, Deras, E. Rojas, Cason.**

**NOES:**        **None.**

**ABSTAIN:**    **None.**

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**ITEM 8 – GWMA REGIONAL NEW WELLS PROJECT APPLICATION**

Harris & Associates was selected by the Board late last year to develop a regional new wells project and to prepare one grant application. Based on several solicitations of interest among GWMA members, Harris & Associates received information from eight member cities on their potential projects. This was followed by further research, discussions and refinement with those members. As a result, Harris & Associates began working with member cities to submit a package under the Drinking Water State Revolving Fund (DWSRF) for a potential loan with principal forgiveness. However, a new and unexpected opportunity (California Department of Water Resources (DWR) 2022 Urban Community Drought Relief Grant Program (UCDRG)) was recently announced. The UCDRG guidelines specifically outline that eligible project types are for planning, design, engineering, acquisition of real property interests, construction, and related activities undertaken to implement a variety of drought resilience projects. The minimum award amount is \$3M per applicant. Bundling of projects is allowed. Based on this new opportunity, the Board was requested to consider applying for this new grant opportunity in lieu of the DWSRF grant package.

Based on this new opportunity, Harris & Associates began re-contacting member cities to determine their interest and their project alignment with UCDRG. Cities of Compton, Downey, Huntington Park, Paramount, and Santa Fe Springs have confirmed interest.

To complete this new grant application, Harris & Associates proposes to change course by amending their contract to add an additional service and combining their remaining budget with an additional budget request of \$11,600 to include this scope. Under the existing contract, additional services may be added to the scope of work if authorized by the Board and the fee for the services is mutually agreed upon by the consultant and GWMA.

Director Meza motioned to authorize the Executive Officer to issue a Notice to Proceed to Harris & Associates amending the fee for the coordination of a regional project and preparation of a grant funding application for new wells from \$23,720 to \$35,320, using the On-Call Consultant Professional Services Agreement on file; and adopt Resolution 22-04 to authorize the submission of a grant application, and acceptance of funding from the 2022 Urban Community Drought Relief Grant Program for the GWMA Regional Well Resilience Project. The motion was seconded by Director Deras and was approved by the following voice vote:

**AYES:**           **Chavez, Chen, O’Grady, Nila, Meza, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, Averill, Figueroa, Porter, Morales-Choate, Deras, E. Rojas, Cason.**

**NOES:**           **None.**

**ABSTAIN:**   **None.**

**ITEM 9– SAFE CLEAN WATER PROGRAM – ORAL REPORT**

Director O’Grady reported the LSGR WASC Steering Committee met earlier in the week. A status update presentation of the Gateway Area Pathfinding Phase 1 Study was provided. Presentations of the two Round 4 applicants for scientific studies funding were provided.

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Director Nila reported Round 4 infrastructure project applicants and a scientific study applicant provided presentations at the LLAR WASC meeting on November 1, 2022. The next LLAR WASC meeting will be in January.

**ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT**

The Executive Officer reported a general survey was sent out to GWMA member agencies soliciting interests in a regional Advanced Meter Replacement grant project. Based on the responses provided, there were many agencies interested. GWMA staff will explore potential grant opportunities.

**ITEM 11 – DIRECTORS’ ORAL COMMENTS/REPORTS**

Director Hernandez-Torres reported the City of Cudahy has a position open for Associate Engineer.

The meeting adjourned at 1:07 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, December 8, 2022 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](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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Adriana Figueroa, Chair

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Date



*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

January 12, 2023

**AGENDA ITEM 5b – Ratify the Warrant Register for December 2022 and Approve the Warrant Register for January 2023**

**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 Register for expenditures dated December 2022 in the amount of \$502,382.38 is submitted for ratification by the Board, and the Warrant Register for expenditures dated January 2023 in the amount of \$131,699.33 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

**FISCAL IMPACT:**

The Warrant Registers total \$634,081.71. Funds to cover payment are available in the GWMA budget.

**RECOMMENDATION:**

Ratify the Warrant Register for December 2022, and Approve the Warrant Register for January 2023.

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WARRANT REGISTER  
DISBURSEMENT JOURNAL  
December 2022

Invoice Date	Vendor	Invoice Number	Description	Amount	
9/21/2022	Anchor QEA	11764	HT Downstream - RMC Compliance FY 21/22 (Services through 8/31/22)	\$ 13,614.44	✓
10/20/2022	Anchor QEA	12502	HT Downstream - RMC Compliance FY 21/22 (Services through 9/30/22)	\$ 8,531.56	✓
11/22/2022	Anchor QEA	13209	HT Downstream - RMC Compliance FY 21/22 (Services through 10/31/22)	\$ 6,446.03	✓
11/30/2022	City of Bell Gardens	32427	John Anson Ford Park Cistern Project - Grant Reimbursement (Zusser 1953-24)	\$ 117,640.00	✓
8/8/2022	City of Bell Gardens	32432	John Anson Ford Park Cistern Project - Grant Reimbursement (Zusser 1953-25)	\$ 78,032.00	✓
8/30/2022	City of Bell Gardens	32434	John Anson Ford Park Cistern Project - Grant Reimbursement (Zusser 1953-26)	\$ 30,305.00	✓
11/4/2022	CliftonLarsonAllen	3475258	Quickbooks Online software (October 2022)	\$ 42.50	✓
11/4/2022	CliftonLarsonAllen	3475259	Accounting Support (September 2022)	\$ 1,500.00	✓
11/30/2022	CliftonLarsonAllen	3496591	Accounting Support (October 2022)	\$ 1,500.00	✓
10/31/2022	Craftwater Engineering	20-099-9	SCWP GAP Ph 1 - LLAR (October 2022)	\$ 4,108.75	✓
11/29/2022	Craftwater Engineering	20-099-10	SCWP GAP Ph 1 - LLAR (November 2022)	\$ 6,412.50	✓
10/31/2022	Craftwater Engineering	20-100-9	SCWP GAP Ph 1 - LSGR (October 2022)	\$ 4,108.75	✓
11/29/2022	Craftwater Engineering	20-100-10	SCWP GAP Ph 1 - LSGR (November 2022)	\$ 6,412.50	✓
11/30/2022	Craftwater Engineering	21-055-3	GWMA Grant Writing Support (Services Through Nov 25, 2022)	\$ 500.00	✓
11/9/2022	CWE	22502	LARUR2 (October 2022)	\$ 25,452.00	✓
11/30/2022	Gateway Cities Council of Governments	11-30-22	Office Supplies (November 2022)	\$ 100.00	✓
11/16/2022	Geosyntec Consultants	491766	GWMA Grant Funding (Through 10/31/22)	\$ 668.16	✓
11/15/2022	Harris & Associates	55084	GWMA Grant Funding (Oct 2-Oct 29, 2022)	\$ 5,372.50	✓
10/18/2022	John L Hunter and Associates, Inc.	GWM1GHR12209	Harbor Toxics Monitoring (September 2022)	\$ 19,999.47	✓
11/15/2022	John L Hunter and Associates, Inc.	GWM1GHR12210	Harbor Toxics Monitoring (October 2022)	\$ 6,132.32	✓
11/21/2022	John L Hunter and Associates, Inc.	GWM1LLA12210	LLAR WMP (Oct 2022)	\$ 25,432.18	✓
11/4/2022	John L Hunter and Associates, Inc.	GWM1LSG12209	LSGR WMP (Sept 2022)	\$ 43,831.68	✓
11/15/2022	John L Hunter and Associates, Inc.	GWM1LSG12210	LSGR WMP (Oct 2022)	\$ 24,524.09	✓
12/1/2022	Koa Consulting, Inc.	K114-01-61	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Nov 2022)	\$ 36,873.00	✓
11/8/2022	Richards Watson Gershon	239806	Legal Services - General (through October 31, 2022)	\$ 900.00	✓
11/15/2022	Richard Watson & Associates	22-192-003-011	LCC WMP CIMP (Oct 2022)	\$ 33,942.95	✓
Total				\$ 502,382.38	

Reviewed and Approved by:

  
Thomas Bekele, Signal Hill



WARRANT REGISTER  
DISBURSEMENT JOURNAL  
January 2023

Invoice Date	Vendor	Invoice Number	Description	Amount
12/21/2022	Anchor QEA	13881	RMC Compliance Monitoring FY 21/22 (November 2022)	\$ 9,353.10 ✓
12/1/2022	City of Paramount	4927	Office Lease (December 2022)	\$ 390.72 ✓
1/3/2023	Craftwater Engineering	20-099-11	SCWP GAP Phase 1 - LLAR (December 2022)	\$ 5,937.50 ✓
1/3/2023	Craftwater Engineering	20-100-11	SCWP GAP Phase 1 - LSGR (December 2022)	\$ 5,937.50 ✓
12/19/2022	CWE	22569	LARUR2 CIMP FY 21-22 Tasks (November 2022)	\$ 22,263.21 ✓
12/19/2022	CWE	22574	LARUR2 CIMP FY 22-23 Tasks (November 2022)	\$ 16,476.76 ✓
11/30/2022	Fedak & Brown	11-30-22	Audit (November 2022)	\$ 3,780.00 ✓
12/31/2022	Gateway Cities Council of Governments	12-31-22	Office Supplies (December 2022)	\$ 100.00 ✓
12/7/2022	Geosyntec Consultants	493730	GWMA Grant Funding (Through 11/30/22)	\$ 1,636.54 ✓
12/5/2022	Harris & Associates	55303	GWMA Grant Funding (Oct 30-Nov 26, 2022)	\$ 4,255.00 ✓
1/2/2023	Koa Consulting, Inc.	K114-01-62	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Dec 2022)	\$ 36,873.00 ✓
12/6/2022	Richards Watson Gershon	240244	Legal Services - General (through Nov 30, 2022)	\$ 575.00 ✓
12/22/2022	Richard Watson & Associates	22-192-003-012	LCC WMP CIMP (November 2022)	\$ 24,121.00 ✓
			Total	\$ 131,699.33

Reviewed and Approved by:

  
Thomas Bekele, Signal Hill



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January 12, 2023

**AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2022-2023**

**SUMMARY:**

At the Board meeting in June 2022, the Board approved the budget for legal counsel services of \$30,500 for Fiscal Year (FY) 2022-2023 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 2022-2023 Budget amount for Legal Counsel services
<u>\$ 2,375.00</u>	Expenditures for Legal Counsel services through November 30, 2022
\$ 28,125.00	Remaining budget amount available through June 30, 2023

**FISCAL IMPACT:**

The total expenditures for Legal Counsel services for FY 2022-2023 through November 30, 2022 total \$2,375.00. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2022-2023 budget.

**RECOMMENDATION:**

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

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**AGENDA ITEM 6 – Safe Clean Water Program Transfer Agreements for Gateway Area Pathfinding Phase 2 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 Area Pathfinding (GAP) Phase 1 Analysis. The scientific study for both WASCs were ultimately approved by the Los Angeles County Board of Supervisors on September 15, 2021.

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 GWMA Board approved in November 2021 to retain Craftwater Engineering to conduct the GAP Phase 1 study. The first phase of this study is expected to be completed early 2023.

In July 2021, the GWMA Board authorized staff to submit a SCWP Regional Program Scientific Study application for the second phase of the study. Phase 2 expands upon Phase 1 region-wide and over a longer-term planning horizon. Grant funding in the amount of \$460,000 (\$230,000 for each WASC) for the scientific study was approved by the Los Angeles County Board of Supervisors on October 4, 2022.

In order to proceed with the Phase 2 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 agreements. Additionally, staff is requesting approval to issue a Notice-to-Proceed to Craftwater

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Engineering to conduct the second phase of the study, utilizing their On-Call Professional Services Agreement, for an amount not-to-exceed \$437,000 (\$218,500 for each WASC) (see attachment 4).

### **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 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.

Grant funding approved through the SCWP for Phase 2 Study is for a not-to-exceed amount of \$460,000 (\$230,000 for each watershed area). Phase 2 will scale the approach region-wide and over a longer-term planning horizon (approximately 10-50 years) in collaboration with the Watershed Coordinators and Gateway Groups, including targeted field visits to validate site-specific engineering feasibility assumptions. Outcomes will support the Gateway Groups as they adapt their WMPs over time and will provide the LLAR and LSGR WASCs with supplemental, objective information for consideration when programming future Stormwater Investment Plans.

GWMA staff previously received a written request from the LLAR, LSGR and LCC WMP Groups for GWMA to retain the services of Craftwater Engineering to conduct this unique study. 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.

**Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer**  
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During the Phase 1 procurement process, staff reviewed all of GWMA's Board-approved policies and conferred with legal counsel to ensure compliance with GWMA policies and SCWP legal requirements regarding sole source contracts. Since Phase 2 of the GAP study was an expansion of Phase 1, staff concluded all relative policies and SCWP requirements still applied. In accordance with GWMA's Board-approved On-Call Consultants Professional Services Policy, 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.*

As stated previously, 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 Engineering'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 Engineering specializes in conducting GAP studies.

The GWMA Board-approved 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 authorization exists for a sole source because the WMP Groups requested Craftwater Engineering for the GAP Study.

Per GWMA's Board-approved On-Call Consultant Professional Services Policy and Procurement Policy and Legal Counsel's guidance, staff is requesting approval to retain Craftwater Engineering to perform the scope of services as described in Craftwater Engineering's proposal for Phase 2 of the Scientific Study in an amount not to exceed \$437,000 (included herein as Attachment 4).

**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. Once the legal agreements are executed, GWMA's costs will be covered by Measure W funds. Five percent (5%) of the \$460,000 has been budgeted to pay for management and administration by GWMA staff.

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**RECOMMENDATION:**

- a. Adopt Resolution No. 23-01, approving the SCWP Transfer Agreement for the LLAR GAP Phase 2 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. 23-02, approving the SCWP Transfer Agreement for the LSGR GAP Phase 2 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 per Craftwater Engineering's proposal for the Phase 2 Study in an amount not to exceed \$437,000 and as presented for both Transfer Agreements, using the On-Call Consultant Professional Services Agreement on file.

**Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Paramount), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer**  
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## SAFE, CLEAN WATER PROGRAM

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# SCIENTIFIC STUDY SUMMARY

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### *Regional Program Projects Module*

STUDY NAME	Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2
STUDY LEAD(S)	Gateway Water Management Authority
SCW WATERSHED AREA(S)	Lower Los Angeles River, Lower San Gabriel River
TOTAL SCW FUNDING REQUESTED	\$ 460,000.00

**Submitted On: Thursday, September 9, 2021**

**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/>).



# SAFE, CLEAN WATER PROGRAM SCIENTIFIC STUDY SUMMARY

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The following document follows the outlined headings required in the Safe, Clean Water Program module for regional Scientific Study applications.

## I.0 EXECUTIVE SUMMARY

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Study Name	Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2
Short Description	Phase 2 will scale-up the methods tested in Phase 1 to find and analyze projects in a watershed context to recommend a longer-term, project-by-project pathway to safe, clean water
Abstract	<p>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 (LLAR), Lower San Gabriel River (LSGR), 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 <i>system</i> 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.</p>

Phase 1 of the Gateway Area Pathfinding (GAP) study was therefore recommended for Regional Program funding by the LLAR and LSGR Watershed Area Steering Committees to:

- (1) **identify new, hidden projects** throughout the LLAR and LSGR 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.

The first phase of this study (expected to initiate by October 2021) will develop the methods and test the GAP approach in a portion of each Watershed Area to demonstrate regional value over a short-term planning horizon (approximately 5-10 years). The proposed approach for Phase 1 received “unequivocal praise” from a panel of academic experts; one reviewer cited the project’s “enormous potential” to provide “long-term value” as a regional planning tool, while the other noted the project’s potential to prioritize projects in a way that will create “a clearer hierarchy for retrofitting.

Phase 2 will therefore scale the approach region-wide and over a longer-term planning horizon (approximately 10-50 years) in collaboration with the Watershed Coordinators and Gateway Groups, including targeted field visits to validate site-specific engineering feasibility assumptions. Outcomes will support the Gateway Groups as they adapt their WMPs over time and will provide the LLAR and LSGR WASCs with supplemental, objective information for consideration when programming future Stormwater Investment Plans.

**Funding  
Requested**

FY 2022/2023: \$230,000 requested independently from each of the Lower LA River and Lower San Gabriel River Watershed Areas (\$460,000 total); the study can advance in each WASC regardless of whether it is funded in the other WASC

**Study Lead**

Gateway Water Management Authority, on behalf of the Gateway Groups

**Additional  
Collaborators**

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

**RESOLUTION NO. 23-01**

**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 2 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 12th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Adriana Figueroa, 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. 2022RPLLAR50  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as “District,” and Gateway Water Management Authority (GWMA) for Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2, hereinafter referred to as “Recipient.”

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

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

“Days” means calendar days unless otherwise expressly indicated.

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

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

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

“Year” means calendar year unless otherwise expressly indicated.

## **II. PARTY CONTACTS**

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

Los Angeles County Flood Control District		Recipient:	
Name:	Haris Harouny	Name:	Grace J. Kast
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	16401 Paramount Boulevard, Paramount, CA 90723
Phone:	(626) 300-2620	Phone:	626-485-0338
Email:	hharouny@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 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.



## **VI. Execution of Agreement**

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

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

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

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

Lower Los Angeles River

Gateway Water Management Authority (GWMA)

Gateway Area Pathfinding Analysis (GAP Analysis) -  
Phase 2

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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

# Exhibit A

## Regional Program Scientific Study – Scope of Work

### 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.*

Gateway Area Pathfinding (GAP) Analysis Phase 2 will scale-up the methods tested in Phase 1 to find and analyze projects in a watershed context to recommend a longer-term, project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the GAP Analysis Phase 2 study by task and schedule:

Task	Subtask Description	Expenditure	FY22-23		Completion Date
			LLAR	LSGR	
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	Consultant	\$76,475	\$76,475	NTP + 16 weeks
1	<b>Task 1 Project Management and Administration</b>	Gateway Water Management Authority	\$4,025	\$4,025	NTP + 16 weeks
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	Consultant	\$54,625	\$54,625	NTP + 32 weeks
2	<b>Task 2 Project Management and Administration</b>	Gateway Water Management Authority	\$2,875	\$2,875	NTP + 32 weeks
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	Consultant	\$43,700	\$43,700	NTP + 40 weeks
3	<b>Task 3 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 40 weeks
4	<b>Stormwater Investment Plan Recommendations</b>	Consultant	\$43,700	\$43,700	NTP + 48 weeks
4	<b>Task 4 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 48 weeks
<b>TOTAL</b>			<b>\$230,000</b>	<b>\$230,000</b>	

## A-2. CONSISTENT WITH SCW PROGRAM GOALS

This scientific study will benefit not only the Gateway Groups, but also the WASCs and Watershed Coordinators 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 known and new opportunities to meet local preferences, objectives, and budgets
- Field verification of highest priority opportunities
- Reconciliation of 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

The value and benefits of the GAP approach were recognized by an independent review panel of academic experts, as highlighted in the excerpts below:

- All three reviewers agree that the project **effectively supports the SCWP's goals**
- One reviewer noted that the project has the potential to “**produce useful data, minimize conflicts with other projects and produce value for taxpayers.**”
- One reviewer described the data-driven technical approach as “**excellent**” and having the potential to serve as **a model regionwide**
- One reviewer described the study as a “**bargain**” given the proposed budget.
- Two reviewers offered **unequivocal praise**: One cited the project’s “**enormous potential**” to provide “**long-term value**” as a regional planning tool, while the other noted the project’s potential to prioritize projects in a way that will create “**a clearer hierarchy for retrofitting.**”
- Of the three SCWP proposals they were asked to review, one reviewer stated that “this was by far **the most thoughtful proposal.**”

### 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 under Phase 2 of the Funded Activity. This does not include previous funding for Phase 1 of the study.

WASC	Phase 2 FY22-23
LLAR	<b>\$230,000</b>
LSGR	<b>\$230,000</b>
<b>TOTAL</b>	<b>\$460,000</b>

### 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. Finally, LLAR and LSGR Watershed Area Steering Committee (WASC) members have articulated the challenges of programming defensible Stormwater Investment Plans (SIPs) without additional scientific guidance.

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 SCWP’s Municipal Program, come to consensus on which projects to propose for Regional Program funding, support continued adaptive management of the Gateway WMPs, and provide supplemental information to support WASC review of infrastructure project applications.

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.**

The first phase of this analysis was recommended for funding by the LLAR and LSGR WASCs to initiate the approach in a subset of each Watershed Area; this second phase is then intended to scale the approach region-wide and supplement desktop analyses with field visits to assess engineering feasibility of specific projects. 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 2 of the GAP Analysis will follow the same approach as Phase 1, but will scale the methods validated during Phase 1 across the entire watershed areas to build out longer-term project recommendations. Below is a brief description of the methods, and additional detail in response to comments from an independent review panel is provided in the *Additional Information* section.

## **TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES**

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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 refine the list of preferred project types and configurations customized to each jurisdiction during Phase 1. 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 refined, 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. Results will be appended with the recently updated recommendations in the Gateway WMPs and with the initial recommendations generated during Phase 1 of the GAP analysis. Site visits will be conducted for the 10 to 20 highest-impact potential projects to confirm engineering and modeling assumptions.

### **Deliverables:**

- Updated Web Map of Potential Stormwater Capture Opportunities
- Presentation Summarizing Results of Site Visits
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

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

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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. 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 throughout the watershed areas, which will be refined and prioritized in the following Task 3.

### **Deliverables:**

- Updated 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. Phase 2 will expand the initial effort conducted under Phase 2 into a Watershed-Area-wide pathway to clean water. Modeling will also consider how watershed-wide project implementation scenarios impact Water Supply and Community Investment Benefits goals of the SCWP.

#### **Deliverables:**

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

### **TASK 4 - STORMWATER INVESTMENT PLAN AND MUNICIPAL PROGRAM RECOMMENDATIONS**

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, shorter-term recommendations initiated during Phase 1 can be expanded into long-term recommendations for the Municipal and Regional SCWPs to support efficient water quality improvement and compliance.

#### **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/ENGAGEMENT 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 February 1, 2023 for the FY 22-23 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	2/1/2023
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	5/24/2023
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	9/13/2023
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	11/8/2023
4	<b>Stormwater Investment Plan Recommendations</b>	1/3/2024

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

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

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

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

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

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

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

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

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

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

#### B-4. Amendment

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

#### B-5. Assignment

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

#### B-6. Audit and Recordkeeping

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

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

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

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

#### B-7. Availability of Funds

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

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

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

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

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

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

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

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

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

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

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

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

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

#### B-14. Default Provisions

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

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

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

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

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

#### B-15. Disputes

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

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

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

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

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

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

#### B-17. Force Majeure.

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



#### B-18. Funded Activity Access

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

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

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

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

#### B-20. Indemnification

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

#### B-21. Independent Actor

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

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

#### B-22. Integration

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

#### B-23. Lapsed Funds

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

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

**B-24. Modification**

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

**B-25. Non-Discrimination**

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

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

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

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

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

**B-28. Notice**

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

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

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

#### B-29. Public Records

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

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

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

#### B-31. Related Litigation

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

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

#### B-32. Remaining Balance

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

#### B-33. Reporting

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

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

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

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

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

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

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

The Recipient represents, warrants, and commits as follows:

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

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

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

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

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

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



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

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

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

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

#### B-37. Travel

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

#### B-38. Unenforceable Provision

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

## EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

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

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

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

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

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

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

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

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

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

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



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

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

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

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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

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

### 3. Wildlife Management

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

### 4. Facility Inspection

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

### 5. Irrigation System Management

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

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

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

**RESOLUTION NO. 23-02**

**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 2 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 12th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Adriana Figueroa, 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. 2022RPLSGR50  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Gateway Water Management Authority (GWMA) for Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2, 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 J. Kast
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	16401 Paramount Boulevard, Paramount, CA 90723
Phone:	(626) 300-2380	Phone:	626-485-0338
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 2022-2023 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2022-23 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

## **VI. Execution of Agreement**

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

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

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

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

Lower San Gabriel River

Gateway Water Management Authority (GWMA)

Gateway Area Pathfinding Analysis (GAP Analysis) -  
Phase 2

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

Name:

Title:

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

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

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

# Exhibit A

## Regional Program Scientific Study – Scope of Work

### 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.*

Gateway Area Pathfinding (GAP) Analysis Phase 2 will scale-up the methods tested in Phase 1 to find and analyze projects in a watershed context to recommend a longer-term, project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the GAP Analysis Phase 2 study by task and schedule:

Task	Subtask Description	Expenditure	FY22-23		Completion Date
			LLAR	LSGR	
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	Consultant	\$76,475	\$76,475	NTP + 16 weeks
1	<b>Task 1 Project Management and Administration</b>	Gateway Water Management Authority	\$4,025	\$4,025	NTP + 16 weeks
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	Consultant	\$54,625	\$54,625	NTP + 32 weeks
2	<b>Task 2 Project Management and Administration</b>	Gateway Water Management Authority	\$2,875	\$2,875	NTP + 32 weeks
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	Consultant	\$43,700	\$43,700	NTP + 40 weeks
3	<b>Task 3 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 40 weeks
4	<b>Stormwater Investment Plan Recommendations</b>	Consultant	\$43,700	\$43,700	NTP + 48 weeks
4	<b>Task 4 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 48 weeks
<b>TOTAL</b>			<b>\$230,000</b>	<b>\$230,000</b>	

## A-2. CONSISTENT WITH SCW PROGRAM GOALS

This scientific study will benefit not only the Gateway Groups, but also the WASCs and Watershed Coordinators 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 known and new opportunities to meet local preferences, objectives, and budgets
- Field verification of highest priority opportunities
- Reconciliation of 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

The value and benefits of the GAP approach were recognized by an independent review panel of academic experts, as highlighted in the excerpts below:

- All three reviewers agree that the project **effectively supports the SCWP's goals**
- One reviewer noted that the project has the potential to “**produce useful data, minimize conflicts with other projects and produce value for taxpayers.**”
- One reviewer described the data-driven technical approach as “**excellent**” and having the potential to serve as **a model regionwide**
- One reviewer described the study as a “**bargain**” given the proposed budget.
- Two reviewers offered **unequivocal praise**: One cited the project’s “**enormous potential**” to provide “**long-term value**” as a regional planning tool, while the other noted the project’s potential to prioritize projects in a way that will create “**a clearer hierarchy for retrofitting.**”
- Of the three SCWP proposals they were asked to review, one reviewer stated that “this was by far **the most thoughtful proposal.**”

### 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 under Phase 2 of the Funded Activity. This does not include previous funding for Phase 1 of the study.

WASC	Phase 2 FY22-23
LLAR	<b>\$230,000</b>
LSGR	<b>\$230,000</b>
<b>TOTAL</b>	<b>\$460,000</b>

### 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. Finally, LLAR and LSGR Watershed Area Steering Committee (WASC) members have articulated the challenges of programming defensible Stormwater Investment Plans (SIPs) without additional scientific guidance.

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 SCWP’s Municipal Program, come to consensus on which projects to propose for Regional Program funding, support continued adaptive management of the Gateway WMPs, and provide supplemental information to support WASC review of infrastructure project applications.

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.**

The first phase of this analysis was recommended for funding by the LLAR and LSGR WASCs to initiate the approach in a subset of each Watershed Area; this second phase is then intended to scale the approach region-wide and supplement desktop analyses with field visits to assess engineering feasibility of specific projects. 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 2 of the GAP Analysis will follow the same approach as Phase 1, but will scale the methods validated during Phase 1 across the entire watershed areas to build out longer-term project recommendations. Below is a brief description of the methods, and additional detail in response to comments from an independent review panel is provided in the *Additional Information* section.

## **TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES**

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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 refine the list of preferred project types and configurations customized to each jurisdiction during Phase 1. 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 refined, 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. Results will be appended with the recently updated recommendations in the Gateway WMPs and with the initial recommendations generated during Phase 1 of the GAP analysis. Site visits will be conducted for the 10 to 20 highest-impact potential projects to confirm engineering and modeling assumptions.

### **Deliverables:**

- Updated Web Map of Potential Stormwater Capture Opportunities
- Presentation Summarizing Results of Site Visits
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

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

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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. 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 throughout the watershed areas, which will be refined and prioritized in the following Task 3.

### **Deliverables:**

- Updated 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. Phase 2 will expand the initial effort conducted under Phase 2 into a Watershed-Area-wide pathway to clean water. Modeling will also consider how watershed-wide project implementation scenarios impact Water Supply and Community Investment Benefits goals of the SCWP.

#### **Deliverables:**

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

### **TASK 4 - STORMWATER INVESTMENT PLAN AND MUNICIPAL PROGRAM RECOMMENDATIONS**

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, shorter-term recommendations initiated during Phase 1 can be expanded into long-term recommendations for the Municipal and Regional SCWPs to support efficient water quality improvement and compliance.

#### **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/ENGAGEMENT 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 February 1, 2023 for the FY 22-23 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	2/1/2023
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	5/24/2023
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	9/13/2023
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	11/8/2023
4	<b>Stormwater Investment Plan Recommendations</b>	1/3/2024

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

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

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

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

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

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

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

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

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

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

#### B-4. Amendment

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

#### B-5. Assignment

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

#### B-6. Audit and Recordkeeping

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

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

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

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

#### B-7. Availability of Funds

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

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

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

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

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

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

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

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

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

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

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

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



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

#### B-14. Default Provisions

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

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

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

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

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

#### B-15. Disputes

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

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

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

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

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

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

#### B-17. Force Majeure.

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

#### B-18. Funded Activity Access

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

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

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

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

#### B-20. Indemnification

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

#### B-21. Independent Actor

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

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

#### B-22. Integration

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

#### B-23. Lapsed Funds

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

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

**B-24. Modification**

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

**B-25. Non-Discrimination**

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

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

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

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

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

**B-28. Notice**

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

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

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

#### B-29. Public Records

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

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

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

#### B-31. Related Litigation

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

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

#### B-32. Remaining Balance

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

#### B-33. Reporting

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

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

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

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

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



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

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

The Recipient represents, warrants, and commits as follows:

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

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

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

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

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

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

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

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

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

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

#### B-37. Travel

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

#### B-38. Unenforceable Provision

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

## **EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

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

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

[If the Recipient is not a public agency]

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

**EXHIBIT D – ADDENDUM TO AGREEMENT**

**-DRAFT TEMPLATE-**

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

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

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

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

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

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

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

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



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

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

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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

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

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

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

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

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

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

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

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

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

### **1. Litter Control**

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

### **2. Vegetation Maintenance**

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

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

### 3. Wildlife Management

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

### 4. Facility Inspection

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

### 5. Irrigation System Management

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

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

#### 6. Erosion Management and Control

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

#### 7. Ongoing Monitoring Activities

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

#### 8. Vector and Nuisance Insect Control

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

## Regional Program Scientific Study Gateway Area Pathfinding (GAP) Analysis Phase 2

**To:** Gateway Water Management Authority

**From:** Craftwater Engineering

**Date:** December 20, 2022

**Subject:** Regional Program Scientific Study –  
Gateway Area Pathfinding Analysis Phase 2

### 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.*

Gateway Area Pathfinding (GAP) Analysis Phase 2 will scale-up the methods tested in Phase 1 to find and analyze projects in a watershed context to recommend a longer-term, project-by-project pathway to safe, clean water. The following budget plan outlines the expenditures for the GAP Analysis Phase 2 study by task and schedule:

Task	Subtask Description	Expenditure	FY22-23		Completion Date
			LLAR	LSGR	
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	Craftwater Engineering Inc.	\$76,475	\$76,475	NTP + 16 weeks
1	<b>Task 1 Project Management and Administration</b>	Gateway Water Management Authority	\$4,025	\$4,025	NTP + 16 weeks
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	Craftwater Engineering Inc.	\$54,625	\$54,625	NTP + 32 weeks
2	<b>Task 2 Project Management and Administration</b>	Gateway Water Management Authority	\$2,875	\$2,875	NTP + 32 weeks
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	Craftwater Engineering Inc.	\$43,700	\$43,700	NTP + 40 weeks
3	<b>Task 3 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 40 weeks
4	<b>Stormwater Investment Plan Recommendations</b>	Craftwater Engineering Inc.	\$43,700	\$43,700	NTP + 48 weeks
4	<b>Task 4 Project Management and Administration</b>	Gateway Water Management Authority	\$2,300	\$2,300	NTP + 48 weeks
<b>TOTAL</b>			<b>\$230,000</b>	<b>\$230,000</b>	



## A-2. CONSISTENT WITH SCW PROGRAM GOALS

This scientific study will benefit not only the Gateway Groups, but also the WASCs and Watershed Coordinators 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 known and new opportunities to meet local preferences, objectives, and budgets
- Field verification of highest priority opportunities
- Reconciliation of 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

The value and benefits of the GAP approach were recognized by an independent review panel of academic experts, as highlighted in the excerpts below:

- All three reviewers agree that the project **effectively supports the SCWP's goals**
- One reviewer noted that the project has the potential to **"produce useful data, minimize conflicts with other projects and produce value for taxpayers."**
- One reviewer described the data-driven technical approach as **"excellent"** and having the potential to serve as **a model regionwide**
- One reviewer described the study as a **"bargain"** given the proposed budget.
- Two reviewers offered **unequivocal praise**: One cited the project's **"enormous potential" to provide "long-term value"** as a regional planning tool, while the other noted the project's potential to prioritize projects in a way that will create **"a clearer hierarchy for retrofitting."**
- Of the three SCWP proposals they were asked to review, one reviewer stated that **"this was by far the most thoughtful proposal."**

### 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 under Phase 2 of the Funded Activity. This does not include previous funding for Phase 1 of the study.

WASC	Phase 2 FY22-23
LLAR	<b>\$230,000</b>
LSGR	<b>\$230,000</b>
<b>TOTAL</b>	<b>\$460,000</b>

### 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. Finally, LLAR and LSGR Watershed Area Steering Committee (WASC) members have articulated the challenges of programming defensible Stormwater Investment Plans (SIPs) without additional scientific guidance.

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 SCWP’s Municipal Program, come to consensus on which projects to propose for Regional Program funding, support continued adaptive management of the Gateway WMPs, and provide supplemental information to support WASC review of infrastructure project applications.

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.**

The first phase of this analysis was recommended for funding by the LLAR and LSGR WASCs to initiate the approach in a subset of each Watershed Area; this second phase is then intended to scale the approach region-wide and supplement desktop analyses with field visits to assess engineering feasibility of specific projects. 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 2 of the GAP Analysis will follow the same approach as Phase 1, but will scale the methods validated during Phase 1 across the entire watershed areas to build out longer-term project recommendations. Below is a brief description of the methods, and additional detail in response to comments from an independent review panel is provided in the *Additional Information* section.

## **TASK 1 - IDENTIFY AND RECONCILE WATERSHED-WIDE OPPORTUNITIES**

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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 refine the list of preferred project types and configurations customized to each jurisdiction during Phase 1. 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 refined, 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. Results will be appended with the recently updated recommendations in the Gateway WMPs and with the initial recommendations generated during Phase 1 of the GAP analysis. Site visits will be conducted for the 10 to 20 highest-impact potential projects to confirm engineering and modeling assumptions.

### **Deliverables:**

- Updated Web Map of Potential Stormwater Capture Opportunities
- Presentation Summarizing Results of Site Visits
- Quarterly Reports
- Annual Reports
- Monthly Progress Meetings with Gateway Groups or appointed representatives

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

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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. 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 throughout the watershed areas, which will be refined and prioritized in the following Task 3.

### **Deliverables:**

- Updated 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. Phase 2 will expand the initial effort conducted under Phase 2 into a Watershed-Area-wide pathway to clean water. Modeling will also consider how watershed-wide project implementation scenarios impact Water Supply and Community Investment Benefits goals of the SCWP.

#### **Deliverables:**

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

### **TASK 4 - STORMWATER INVESTMENT PLAN AND MUNICIPAL PROGRAM RECOMMENDATIONS**

Once the pathway is established and updated SCWP scores are computed for the overall program in the area of interest, shorter-term recommendations initiated during Phase 1 can be expanded into long-term recommendations for the Municipal and Regional SCWPs to support efficient water quality improvement and compliance.

#### **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/ENGAGEMENT 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 February 1, 2023 for the FY 22-23 SCW Program funding.

Task	Task Name	Completion Date
n/a	Assumed NTP	2/1/2023
1	<b>Identify and Reconcile Watershed-Wide Opportunities and Reporting</b>	5/24/2023
2	<b>Model Watershed-Scale Project Interactions and SCWP Scoring</b>	9/13/2023
3	<b>Cross-Reference Projects with Recipes for Compliance and Plot Initial Path to Clean Water</b>	11/8/2023
4	<b>Stormwater Investment Plan Recommendations</b>	1/3/2024