

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TORRANCE, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH,
AND THE CITY OF REDONDO BEACH
FOR IMPLEMENTATION OF THE BEACH CITIES GREEN STREETS PROJECT FOR THE BEACH CITIES
WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU) is made and entered into as of the date set forth below by and between the CITY OF TORRANCE, a chartered municipal corporation, THE CITY OF HERMOSA BEACH, a California municipal corporation, the CITY OF MANHATTAN BEACH, a California municipal corporation, and the CITY OF REDONDO BEACH, a chartered municipal corporation. Collectively, these entities shall be known herein as “PARTIES” or individually as “PARTY”.

WITNESSETH

WHEREAS the PARTIES have determined that it is mutually beneficial to cooperate jointly in the design and construction of distributed green street structural control measures within the SMB 6-01 and SMB 5-02 analysis regions of the Beach Cities WMP Area; and

WHEREAS, each PARTY identified a project site(s) within its owned and maintained rights-of-way for a distributed green street project(s) within the SMB 6-01 and/or SMB 5-02 analysis regions and these green street project sites together comprise the BEACH CITIES GREEN STREETS PROJECT as shown in Exhibit D; and

WHEREAS, the objectives of the BEACH CITIES GREEN STREETS PROJECT are to improve coastal water quality by providing pollutant load reduction through (1) capture of the 85th percentile 24-hour rainfall runoff volume from the tributary area, (2) treatment and infiltration of stormwater and associated pollutant loads, (3) reduction of peak runoff rate and total volume of stormwater discharged to Santa Monica Bay, and (4) retrofitting of impervious areas in public parkways and rights-of-way to provide urban greening benefits; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL WATER BOARD) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105, NPDES No. CAS004004 (Regional MS4 Permit); and

WHEREAS, the Regional MS4 Permit became effective on September 11, 2021, and identified the PARTIES as permittees that are responsible for compliance with the Regional MS4 Permit requirements; and

WHEREAS, the Regional MS4 Permit provides for Permittees to collaboratively develop Watershed Management Programs (WMPs) to implement the requirements of the Regional MS4 Permit; and

WHEREAS, the PARTIES submitted the revised Beach Cities Watershed Management Program (Beach Cities WMP) to the REGIONAL WATER BOARD on June 30, 2021; and

WHEREAS, the revised Beach Cities WMP was conditionally approved by the Executive Officer of the REGIONAL WATER BOARD via letter dated April 28, 2023, that directed the PARTIES to submit a final WMP that satisfies the conditions of approval and to begin implementation of the WMP immediately; and

WHEREAS, the PARTIES further revised the WMP to meet the conditions of approval and resubmitted it to the REGIONAL WATER BOARD on July 31, 2023; and

WHEREAS, the Beach Cities WMP is applicable to the Beach Cities Watershed Management Group Area (Beach Cities WMP Area) consisting of all the incorporated areas served by the municipal separate storm sewer systems (MS4) of the cities of Redondo Beach, Manhattan Beach, Hermosa Beach and Torrance for the Santa Monica Bay and Dominguez Channel Watersheds excluding the Machado Lake Watershed, and also including the infrastructure of the Los Angeles County Flood Control District (LACFCD) within the Beach Cities WMP Area; and

WHEREAS, the Beach Cities WMP identifies distributed green street structural control measures that, when implemented together with regional structural watershed control measures and baseline and enhanced minimum control measures, are predicted by the reasonable assurance analysis (RAA) to achieve compliance with water quality-based effluent limitations (WQBELs) set forth in the REGIONAL MS4 Permit for the Beach Cities WMP Area; and

WHEREAS, the Beach Cities WMP identifies the Herondo Storm Drain sub watershed (SMB 6-01 analysis region) and the 28th Street Storm Drain sub watershed (SMB 5-02 analysis region) as high priority areas for implementing distributed green street structural control measures in order to meet compliance deadlines for WQBELs; and

WHEREAS the PARTIES entered into a MOU (DESIGN MOU) for the Implementation of the BEACH CITIES GREEN STREETS PROJECT on July 9, 2020 which expired on July 9, 2023 with the stated purpose of establishing an understanding of shared responsibility among the PARTIES for Preliminary Engineering and Final Design of the BEACH CITIES GREEN STREETS PROJECT; and

WHEREAS, design plans for the BEACH CITIES GREEN STREETS PROJECT were completed under the DESIGN MOU whereby an ENGINEERING CONSULTANT was hired to perform preliminary engineering and final design services; and

WHEREAS, the PARTIES have determined that solicitation and award of a single contract for construction of the BEACH CITIES GREEN STREETS PROJECT will be beneficial to the PARTIES; and

WHEREAS, the PARTIES have determined that continuing services from the ENGINEERING CONSULTANT for bid phase support and services during construction identified as optional tasks in the design contract will be beneficial to the PARTIES; and

WHEREAS, the PARTIES have determined that hiring of a CONSTRUCTION MANAGEMENT CONSULTANT to manage the construction of the BEACH CITIES GREEN STREETS PROJECT will be beneficial to the PARTIES; and

WHEREAS, the PARTIES have determined that hiring of an INSPECTION SERVICES CONTRACTOR to perform the required construction inspections for the BEACH CITIES GREEN STREETS PROJECT will be beneficial to the PARTIES; and

WHEREAS the CITY OF TORRANCE in partnership with the other PARTIES submitted a successful application to the California State Coastal Conservancy and Santa Monica Bay Restoration Commission and was awarded a Proposition 12 Santa Monica Bay Restoration Grant (PROP 12 SMBR GRANT) for \$2,000,000 for the design and construction of the BEACH CITIES GREEN STREETS PROJECT; and

WHEREAS, the CITY OF TORRANCE in partnership with the other PARTIES submitted a successful funding application to the Safe, Clean Water Regional Infrastructure Program and has been awarded funding (SCW REGIONAL FUNDS) of \$5,366,953 for the construction of the BEACH CITIES GREEN STREETS PROJECT; and

WHEREAS, the PARTIES have determined that hiring of a MONITORING CONTRACTOR to conduct the post-construction project performance monitoring and reporting to meet the requirements of the PROP 12 SMBR GRANT and the SCW REGIONAL FUNDS for the BEACH CITIES GREEN STREETS PROJECT will be beneficial to the PARTIES; and

WHEREAS, the PARTIES entered into a MOU on December 26, 2013, which was amended on July 1, 2020, to share costs and collaborate in the revision and continuing implementation of the Beach Cities Coordinated Integrated Monitoring Program (CIMP MOU) to comply with Regional MS4 Permit requirements; and

WHEREAS, the PARTIES have agreed that the total cost for construction of the BEACH CITIES GREEN STREETS PROJECT shall be determined based on a public works competitive bidding process; and

WHEREAS, the PARTIES have agreed that in the event the total cost for completion of the BEACH CITIES GREEN STREETS PROJECT, including construction, construction management, inspection services, and post-construction project performance monitoring and reporting, [PROJECT COMPLETION COST] exceeds available external funding that the balance will be funded by the PARTIES based on each PARTY's proportional share of the PROJECT COMPLETION COST for the project site(s) within each PARTY's owned and maintained rights-of-way.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to establish an understanding of proportional responsibility among the PARTIES for the completion and maintenance of the BEACH CITIES GREEN STREETS PROJECT and to utilize Prop 12 SMBR GRANT funds and SCW REGIONAL FUNDS awarded for completion of the BEACH CITIES GREEN STREETS PROJECT.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU and to fund any remaining project completion costs necessary to complete the BEACH CITIES GREEN STREETS PROJECT.

Section 4. Voluntary. This MOU is voluntarily entered into by the PARTIES for implementation of the BEACH CITIES GREEN STREETS PROJECT.

Section 5. Term. This MOU shall become effective on the date of execution by all the PARTIES (EFFECTIVE DATE) and shall remain in effect for five (5) years from the EFFECTIVE DATE, with the option to extend the term by two additional years if approved by all PARTIES in writing.

Section 6. The PARTIES agree:

- a. Lead Agency for Beach Cities Green Streets Project Implementation. The role of LEAD AGENCY for the implementation of the BEACH CITIES GREEN STREETS PROJECT shall be assumed by the City of TORRANCE. The PARTIES agree that the LEAD AGENCY may amend contracted work so long as the LEAD AGENCY notifies the PARTIES of the proposed changes in writing and receives prior written approval from the PARTIES. The PARTIES shall endeavor to respond to the LEAD AGENCY in a timely manner.
- b. Construction Management Services. A CONSTRUCTION MANAGEMENT CONTRACTOR will be hired by the LEAD AGENCY on behalf of the PARTIES to manage the construction of the BEACH CITIES GREEN STREETS PROJECT.

- c. Inspection Services. An INSPECTION SERVICES CONTRACTOR will be hired by the LEAD AGENCY on behalf of the PARTIES to perform the required construction inspections for the BEACH CITIES GREEN STREETS PROJECT. Each PARTY has the option to perform additional in-kind Public Works inspections to ensure that construction is completed consistent with each PARTY'S local construction standards.
- d. Monitoring. A MONITORING CONTRACTOR will be hired by the LEAD AGENCY on behalf of the PARTIES to perform three years of post-construction performance monitoring and prepare the final report for the BEACH CITIES GREEN STREETS PROJECT to meet the requirements of the PROP 12 SMBR GRANT and the SCW REGIONAL FUNDS.
- e. Project Completion Cost. To work cooperatively to fund the remaining PROJECT COMPLETION COSTS necessary to complete the BEACH CITIES GREEN STREETS PROJECT after allocating the PROP 12 SMBR GRANT and the SCW REGIONAL FUNDS and any other external sources of funding that are secured. PROJECT COMPLETION COSTS will be based on a public works competitive bidding process for construction and professional services proposals.
- f. Allocation of Grant Funding. The PROP 12 SMBR GRANT and the SCW REGIONAL FUNDS will be allocated according to each PARTY's proportional share of the PROJECT COMPLETION COST for the BEACH CITIES GREEN STREETS PROJECT.
- g. Payment of LOCAL MATCH. To fund PROJECT COMPLETION COSTS for the BEACH CITIES GREEN STREETS PROJECT not otherwise covered by external funding (LOCAL MATCH) based on each PARTY's proportional share of the total PROJECT COMPLETION COST for the project site(s) within their jurisdiction in accordance with the cost share formula detailed in Table 1 of Exhibit C. Payment of each PARTY's LOCAL MATCH to the LEAD AGENCY shall be made within thirty (30) days of receipt of the invoice from the LEAD AGENCY. For illustrative purposes, an example calculation of each PARTY's LOCAL MATCH is shown in Table 2 of Exhibit C using the formula in Table 1 of Exhibit C and the DESIGN CONSULTANT 100% design engineer's estimate for construction costs shown in Exhibit B and estimates of construction management, inspection services, and monitoring costs. Actual LOCAL MATCH will be calculated using results of construction bids and professional services proposals.
- h. Documentation. To make a full-faith effort to cooperate with one another by timely providing to the LEAD AGENCY all requested information and documentation in their possession and available for release that is deemed necessary by the PARTIES to achieve the purposes of this MOU, including reporting requirements and documentation of in-kind services as required by the PROP 12 SMBR GRANT AGREEMENT and SCW REGIONAL FUNDS TRANSFER AGREEMENT.

- i. Permitting. To issue no-fee encroachment permits for work to be done in each PARTY's respective jurisdiction.
- j. Compliance with Terms of PROP 12 SMBR GRANT AGREEMENT. The PARTIES to this MOU acknowledge that while the City of Torrance is the sole grantee under the PROP 12 SMBR GRANT AGREEMENT, the intent of the MOU is for all PARTIES as sub-grantees to comply with the terms and conditions of the PROP 12 GRANT AGREEMENT. If the PARTIES individually or jointly fail to execute their responsibilities to implement the BEACH CITIES GREEN STREETS PROJECT or any component thereof, the City of Torrance may be deemed in violation of the PROP 12 SMBR GRANT AGREEMENT (see Section 9.f below) and required to repay funds received through the PROP 12 SMRC GRANT AGREEMENT with interest and penalties. The PARTIES agree that should any component of the BEACH CITIES GREEN STREETS PROJECT not be implemented and as a consequence the City of Torrance is deemed by the State Coastal Conservancy to be in violation of the PROP 12 SMBR GRANT AGREEMENT, any grant funds that must be repaid or forfeited as well as interest and penalties due shall be paid by the PARTY(IES) that fail to implement that component of the BEACH CITIES GREEN STREET PROJECT.
- k. Compliance with Terms of SCW REGIONAL FUNDS TRANSFER AGREEMENT. The PARTIES to this MOU acknowledge that while the City of Torrance is the recipient under the SCW REGIONAL FUNDS TRANSFER AGREEMENT, the intent of the MOU is for all PARTIES to comply with the terms and conditions of the SCW REGIONAL FUNDS TRANSFER AGREEMENT 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). If the PARTIES individually or jointly fail to execute their responsibilities to implement the BEACH CITIES GREEN STREETS PROJECT or any component thereof and as a consequence the City of Torrance is deemed in violation of the SCW REGIONAL FUNDS TRANSFER AGREEMENT (see Section 9.f below) and required to repay any SCW REGIONAL FUNDS disbursed, the PARTIES agree that any SCW regional funds and interest shall be repaid by the PARTY(IES) that fail to implement that component of the BEACH CITIES GREEN STREET PROJECT. The PARTIES further agree that no PARTY shall abandon, substantially discontinue use of, lease or dispose of any significant component during the useful life of 30 years of the of the BEACH CITIES GREEN STREETS PROJECT without prior written approval of the other Parties hereto and prior written approval of the LACFCD and that such approval may include a condition to repay a pro rata amount of all disbursed SCW REGIONAL FUNDS together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the BEACH CITIES GREEN STREETS PROJECT component.
- l. Compliance with LACFCD PEIR. The PARTIES shall comply with all mitigation measures applicable to the project that are in the LACFCD Enhanced Watershed Management

Programs Programmatic Environmental Impact Report (PEIR), which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015, and may be found at <https://pw.lacounty.gov/lacfd/ewmppeir/>.

- m. Compliance with CEQA. The PARTIES to this MOU acknowledge that while the City of Torrance is the LEAD AGENCY, the intent of the MOU is for all PARTIES to comply with the California Environmental Quality Act (CEQA) for the project site(s) within their jurisdiction.
- n. Operations and Maintenance. Each PARTY agrees to cooperate with the LEAD AGENCY to implement the approved Operations and Maintenance (O&M) Plan, and to perform the appropriate O&M for each of the project(s) within its jurisdiction to ensure good working order throughout the useful life of the project(s).
- o. Funding Acknowledgement Signs. The PARTIES agree to include acknowledgement of both the State Coastal Conservancy and Safe Clean Water Regional funding support in its project-related press releases, contacts with the media, and social media postings, and on its website.
- p. Maintenance of Funding Acknowledgement Signs. The PARTIES agree to allow the CONSTRUCTION CONTRACTOR to install and maintain a sign visible from the nearest public roadway at each project site or in a prominent location at the PARTIES' headquarters identifying the project, acknowledging California State Coastal Conservancy assistance and displaying the California State Coastal Conservancy's logo, and the logos for Proposition 12 and the Santa Monica Bay Restoration Commission. The signs shall acknowledge funding from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12), as required by the California Natural Resources Agency's "Sign Guidelines." Signage shall also 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 PARTIES agree to maintain one (1) signage for the duration of construction and one (1) signage upon completion of construction.

Section 7. The LEAD AGENCY agrees:

- a. Administration. To collect and deposit funds in a separate account dedicated to this MOU and to allocate funds in accordance with this MOU. To administer the CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT CONTRACT, INSPECTION SERVICES CONTRACT, and POST-CONSTRUCTION MONITORING CONTRACT, and to carry out the

terms of the PROP 12 SMBR GRANT AGREEMENT (Exhibit E) and SCW REGIONAL TRANSFER AGREEMENT (Exhibit F).

- b. Invoice. To invoice the other PARTIES for their respective shares of any LOCAL MATCH in accordance with Exhibit C Table 1. In-kind services to be provided by each PARTY shall not be invoiced. The payments will be invoiced following receipt of the CONSTRUCTION bids and the selection of CONSTRUCTION MANAGEMENT, INSPECTION SERVICES, and POST-CONSTRUCTION MONITORING CONTRACTORS and will be due to the LEAD AGENCY within 45 days of receipt of invoice. In the event the LOCAL MATCH requirement exceeds the amounts shown in Exhibit C, Table 1, the Parties acknowledge and agree that they will request additional funding from their respective City Councils 30 days prior to the expiration of the bids. Once City Council approval is obtained, each PARTY will remit payment within sixty (60) days from the date of that approval.
- c. Final Accounting. To provide an accounting upon conclusion of the BEACH CITIES GREEN STREETS PROJECT and to return any unused portion of any LOCAL MATCH deposited with the LEAD AGENCY. In the event of a shortfall, the LEAD AGENCY will invoice the PARTIES for the LOCAL MATCH to cover the shortfall consistent with the cost share formula in Table 1 of Exhibit C.
- d. PROP 12 SMBR GRANT AGREEMENT. To administer the PROP 12 SMBR GRANT AGREEMENT consistent with the grant requirements to facilitate full reimbursement of grant funds for completion of the BEACH CITIES GREEN STREETS PROJECT. A copy of the amended PROP 12 SMBR GRANT AGREEMENT is provided as Exhibit E.
- e. SCW REGIONAL TRANSFER AGREEMENT. To execute the SCW REGIONAL TRANSFER AGREEMENT as expeditiously as possible following the execution of this MOU, and to distribute copies of the executed SCW REGIONAL TRANSFER AGREEMENT to the PARTIES within ten (10) business days of receiving the executed SCW REGIONAL TRANSFER AGREEMENT from the LACFCD. A copy of the Draft SCW REGIONAL TRANSFER AGREEMENT is provided as Exhibit F.
- f. Contracted Services. To include a Beach Cities WMG representative on the City's Selection Committee for award of CONSTRUCTION MANAGEMENT, INSPECTION SERVICES, and POST-CONSTRUCTION MONITORING CONTRACTS.
- g. Expenditure. To utilize the funds deposited by the LACFCD from the SCW REGIONAL TRANSFER AGREEMENT with the CITY OF TORRANCE only for the completion of the BEACH CITIES GREEN STREETS PROJECT and to notify all PARTIES in writing if contracted work is to be amended.

Section 8. Indemnification

- a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other and Santa Monica Bay Restoration Commission from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTY to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act of omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each of the PARTIES indemnifies, defends, and holds harmless the other PARTIES and the California State Coastal Conservancy and Santa Monica Bay Restoration Commission for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- c. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend and hold harmless the LACFCD 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 PARTIES, their officers, employees, agents, or subconsultants or contractors in conjunction with PARTIES' performance under or pursuant to this MOU, 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, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTY to this MOU for the percentage of liability determined.

Section 9. Termination, Default and Unilateral Withdrawal

- a. Termination: This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination.
- b. If this MOU is terminated upon express written agreement of all PARTIES, then each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the Beach Cities WMP, the PROP 12 SMBR GRANT AGREEMENT and/or the SCW REGIONAL TRANSFER AGREEMENT. Notwithstanding the foregoing, in the event that the LOCAL MATCH requirement exceeds the amounts shown in Exhibit C, Table 1, and any PARTY is unable to secure City Council approval for additional funding, such PARTY may withdraw from this MOU without incurring penalties, fines, interest, or additional costs. The withdrawing PARTY shall notify the other PARTIES and the LEAD AGENCY in writing within thirty (30) days of its City Council's decision not to approve additional funding. Upon such withdrawal, the withdrawing PARTY shall be released from all future obligations, liabilities, or responsibilities under this MOU, and any funds already deposited by the withdrawing PARTY shall be equitably redistributed among the remaining PARTIES or used for the PROJECT COMPLETION COSTS as agreed by the remaining PARTIES.
- c. Default: If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit funding already deposited with the Lead Agency, and be responsible for the payment of fines, penalties and costs incurred as a result of the non-performance of the BEACH CITIES GREEN STREET PROJECT, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.
- d. THE LEAD AGENCY shall notify in writing all PARTIES, and may notify the REGIONAL WATER BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action.
- e. Should a default with this agreement render the City of Torrance in violation of the PROP 12 SMBR GRANT AGREEMENT and/or the SCW REGIONAL TRANSFER AGREEMENT, the PARTY(IES) that default with this agreement shall be responsible for any interest, costs, fines, and penalties and repayment of any grant funds forfeited under the PROP 12 SMBR GRANT AGREEMENT or reimbursement of funds under the SCW REGIONAL TRANSFER AGREEMENT.

- f. The PARTIES agree that, except as otherwise provided in Section 10(c), each shall assume full and independent responsibility for ensuring its own compliance with the Regional MS4 Permit despite the collaborative approach of the MOU.

Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit A attached hereto and incorporated herein by reference. The PARTIES shall notify each other within 30 days of any change of contact information, including personnel changes, provided in Exhibit A. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.
- b. Administration. For the purposes of this MOU, the PARTIES hereby designate respective PARTY representatives in Exhibit A. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Maintenance of Project BMPs. The PARTIES agree to use, manage, maintain and operate the BEACH CITIES GREEN STREETS PROJECT throughout the term of PROP 12 SMBR GRANT AGREEMENT and the SCW REGIONAL TRANSFER AGREEMENT consistent with the purposes for which the funding agreements were made and in accordance with the approved O&M Plan. Each party shall assume all operation and maintenance costs for their own facilities and structures only; neither the California State Coastal Conservancy nor the LACFCD shall be liable for any cost of maintenance, management, or operation. The PARTIES may be excused from the obligations under this section only upon the written approval of the PARTIES. For purposes of this MOU, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
- d. Mitigation. The PARTIES agree that, without the written permission of the Executive Officer of the California State Coastal Conservancy, the PARTIES each shall not use or allow the use any portion of the BEACH CITIES GREEN STREETS PROJECT funded by the

PROP 12 SMBR GRANT AGREEMENT for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of the project. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on any portion of the BEACH CITIES GREEN STREETS PROJECT shall be remitted promptly to the California State Coastal Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the project in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

- e. Inspection. Throughout the term of the PROP 12 SMBR GRANT AGREEMENT, the California State Coastal Conservancy shall have the right to inspect the BEACH CITIES GREEN STREETS PROJECT areas to ascertain compliance with its PROP 12 SMBR GRANT AGREEMENT.
- f. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- g. Binding Effect. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- h. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 6(g) or fails to substantially comply with the terms and/or conditions of this MOU pursuant to Section 9(c).
- i. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- j. Drug-Free Workplace. PARTIES signature on this MOU constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.

- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - v. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.
- k. Union Organizing. By signing this MOU, the PARTIES each hereby acknowledge the applicability of Government Code Sections 16645 through 16649 to this MOU, and certify that no state funds will be used to assist, promote or deter union organizing. If a PARTY makes expenditures to assist, promote or deter union organizing, the PARTY agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.
- l. Non-Discrimination. During the performance of this MOU, the PARTIES and each of their contractors being paid through grant funds shall not deny the MOU's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The PARTIES shall each ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The PARTIES and each of their contractors being paid through grant funds shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The PARTIES shall permit access by representatives of the Department of Fair Employment and Housing and the State Coastal Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Coastal

Conservancy shall require to ascertain compliance with this clause. The PARTIES and their contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

- m. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- n. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- o. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- p. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- q. Counsel. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 10(h).
- r. Third Party Beneficiary. The California State Coastal Conservancy is a third-party beneficiary of this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

[SIGNATURE PAGES FOLLOW]

CITY OF TORRANCE

By: _____
George K. Chen, Mayor

Date: _____

ATTEST:

By: _____
Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Q. Sullivan, City Attorney

CITY OF MANHATTAN BEACH

By: _____

Bruce Moe
City Manager

Date: _____

ATTEST:

By: _____

Liza Tamura
City Clerk

APPROVED AS TO FORM:

By: _____

Quinn Barrow
City Attorney

CITY OF REDONDO BEACH

By: _____
James A. Light, Mayor

Date: _____

ATTEST:

By: _____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: _____
Michael W. Webb, City Attorney

CITY OF HERMOSA BEACH

By: _____
Justin Massey
Mayor

Date: _____

ATTEST:

By: _____
Suja Lowenthal
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Donegan, City Attorney

EXHIBIT A

PARTIES' REPRESENTATIVES

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 697-3195
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Doug Krauss E-mail: Dkrauss@hermosabch.org Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Public Works Department 3621 Bell Avenue Manhattan Beach, CA 90266	Katherine Doherty E-mail: kdoherty@manhattanbeach.gov Phone: (310) 802-5352
4	City of Torrance Department of Public Works 20500 Madrona Avenue Torrance, CA 90503	Shin Furukawa, P.E. E-mail: SFurukawa@TorranceCA.gov Phone: (310) 781-6900 Fax: (310) 781-6902

EXHIBIT B
BEACH CITIES GREEN STREETS PROJECT
100% DESIGN ENGINEER'S COST ESTIMATE BY PARTY

City of Torrance
100% Engineer's Cost Estimate (10/7/2024)

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	TOTAL BID
General Items					
1	1	LS	ALLOWABLE NPDES PERMIT FEE	\$2,500	\$2,500
2	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$131,800	\$131,800
3	1	LS	NPDES COMPLIANCE (1% MAX. OF CONTRACT)	\$26,100	\$26,100
4	1	LS	CONSTRUCTION SURVEYING	\$35,000	\$35,000
5	2	EA	CONSTRUCTION INFORMATION SIGN	\$5,000	\$10,000
6	2	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)	\$5,000	\$10,000
7	1	LS	TRAFFIC CONTROL	\$153,000	\$153,000
8	1	LS	CONSTRUCTION SCHEDULE (ALL LOCATIONS COMBINED)	\$5,000	\$5,000
				SUB-TOTAL:	\$373,400
Bid Items					
DEMOLITION					
9	1	EA	REMOVE EXISTING MANHOLE	\$1,200	\$1,200
10	7	EA	REMOVE CATCH BASIN	\$1,200	\$8,400
11	180	LF	REMOVE REMOVE GUTTER AND AC	\$20	\$3,600
CONSTRUCTION					
12	8	EA	DRYWELL SYSTEM (PRIMARY WITH SINGLE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (MaxWell® IV Drywell or approved equals)	\$115,000	\$920,000
13	4	EA	DRYWELL SYSTEM (PRIMARY WITH DOUBLE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (MaxWell® Plus Drywell or approved equals)	\$150,000	\$600,000
14	1	EA	DRYWELL SYSTEM (PRIMARY WITH THREE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (Triple MaxWell® Plus Drywell or approved equals)	\$215,000	\$215,000
15	360	LF	12" HP PIPE	\$375	\$135,000
16	692	SF	LOCAL DEPRESSION PER SPPWC 308-2	\$24	\$16,608
17	9	EA	CURBSIDE GRATING CATCH BASIN PER SPPWC 303-3	\$12,000	\$108,000
18	56	EA	PRECAST PERVIOUS CONCRETE SLABS (2'W x 5'L x 6" THK.)	\$610	\$34,160
19	4	EA	CURB OPENING CATCH BASIN PER SPPWC 300-3 WITH AUTOMATIC RETRACTABLE SCREEN W=3.5	\$17,500	\$70,000
20	3	EA	CURB OPENING CATCH BASIN PER SPPWC 300-3 WITH AUTOMATIC RETRACTABLE SCREEN W=7	\$20,000	\$60,000
21	1	EA	CURB OPENING CATCH BASIN PER SPPWC 300-3 WITH AUTOMATIC RETRACTABLE SCREEN W=10	\$22,000	\$22,000
22	8	EA	MONOLITHIC CATCH BASIN CONNECTION PER SPPWC 308-3	\$5,000	\$40,000
23	2	EA	MANHOLE PER SPPWC 321-2	\$12,000	\$24,000
24	72	EA	TREE 24-IN BOX (INCLUDING TRANSPORT, SITE PREP, TREE PLANTING EQUIPMENT, AND MISCELLANEOUS PLANTING SUPPLIES)	\$1,600	\$115,200
25	1,000	LF	3/4" WASHED CRUSHED STONE (2' W x 6" THK. GRAVEL STRIP)	\$8	\$8,000
26	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (180 DAYS)	\$30,000	\$30,000
				SUB-TOTAL:	\$2,411,168
				TOTAL:	\$2,784,568

City of Hermosa Beach
100% Engineer's Cost Estimate (10/7/2024)

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	TOTAL BID
General Bid Items					
27	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$45,000	\$45,000
28	1	LS	NPDES COMPLIANCE (1% MAX. OF CONTRACT)	\$8,900	\$8,900
29	1	LS	CONSTRUCTION SURVEYING	\$35,000	\$35,000
30	2	EA	CONSTRUCTION INFORMATION SIGN	\$5,000	\$10,000
31	2	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)	\$5,000	\$10,000
32	1	LS	TRAFFIC CONTROL	\$68,000	\$68,000
				SUB-TOTAL:	\$176,900
Bid Items					
CONSTRUCTION					
33	772	EA	PRECAST PERVIOUS CONCRETE SLAB (2'W x 5'L x 6" THK. - 20" TRENCH)	\$610	\$470,920
34	219	EA	PRECAST PERVIOUS CONCRETE SLAB (4'W x 5'L x 6" THK. - 20" TRENCH)	\$875	\$191,630
35	28	EA	PRECAST PERVIOUS CONCRETE SLAB (2'W x 5'L x 6" THK. - 34" TRENCH)	\$630	\$17,640
36	4	EA	PRECAST PERVIOUS CONCRETE RIBBON GUTTER (3'W x 5'L x 8" THK.)	\$930	\$3,720
37	39	EA	TREE (KING PALM) 24-IN BOX (INCLUDING TRANSPORT, SITE PREP, TREE PLANTING EQUIPMENT, AND MISCELLANEOUS PLANTING SUPPLIES)	\$1,600	\$62,400
38	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (180 DAYS)	\$30,000	\$30,000
				SUB-TOTAL:	\$776,310
				TOTAL:	\$953,210

City of Manhattan Beach
100% Engineer's Cost Estimate (10/07/2024)

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	TOTAL BID
Percentage Bid Items					
39	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$86,800	\$86,800
40	1	LS	NPDES COMPLIANCE (1% MAX. OF CONTRACT)	\$17,200	\$17,200
41	1	LS	CONSTRUCTION SURVEYING	\$35,000	\$35,000
42	2	EA	CONSTRUCTION INFORMATION SIGN	\$5,000	\$10,000
43	2	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)	\$5,000	\$10,000
44	1	LS	TRAFFIC CONTROL	\$68,000	\$68,000
				SUB-TOTAL:	\$227,000
Bid Items					
DEMOLITION					
45	7,748	SF	AC REMOVALS (CITY OF MANHATTAN BEACH STD PLAN MBSI-132A-Q(ST10))	\$25	\$193,700
CONSTRUCTION					
46	3	EA	DRYWELL (PRIMARY WITH SINGLE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (MaxWell® Plus Drywell or approved equals)	\$115,000	\$345,000
47	1	EA	DRYWELL (PRIMARY WITH DOUBLE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (MaxWell® Plus Drywell or approved equals)	\$150,000	\$150,000
48	489	LF	12" RCP	\$500	\$244,500
49	6	EA	CURB OPENING CATCH BASIN PER SPPWC 300-3 WITH AUTOMATIC RETRACTABLE SCREEN W=3.5	\$17,500	\$105,000
50	5	EA	CURB OPENING CATCH BASIN PER SPPWC 300-3 WITH AUTOMATIC RETRACTABLE SCREEN W=7	\$20,000	\$100,000
51	11	EA	MONOLITHIC CATCH BASIN CONNECTION PER SPPWC 308-3	\$4,500	\$49,500
52	677	SF	LOCAL DEPRESSION PER SPPWC 313-3 INCLUDING CONSTRUCTION OF 1-FOOT WIDE SLOT CUT	\$24	\$16,248
53	4	EA	PRECAST PERVIOUS CONCRETE SLABS (2'W X 5'L X 6" THK. - 20" Trench)	\$610	\$2,440
54	2	EA	CLEANOUT BOX PER APWA STD PLAN 331	\$5,000	\$10,000
55	4	EA	MANHOLE PER SPPWC 321-2	\$12,000	\$48,000
56	2	EA	CURBSIDE GRATING CATCH BASIN (1 GRATE) PER SPPWC 303-3	\$12,000	\$24,000
57	1	EA	CURBSIDE GRATING CATCH BASIN (3 GRATES) PER SPPWC 303-3	\$20,000	\$20,000
58	7,748	SF	AC PAVEMENT RESTORATION (CITY OF MANHATTAN BEACH STD PLAN MBSI-132A (ST-10))	\$30	\$232,440
59	355	LF	CURB AND GUTTER RESTORATION	\$150	\$53,200
60	435	SF	SIDEWALK RESTORATION	\$20	\$8,700
61	1	LS	CCTV Inspection	\$1,500	\$1,500
				SUB-TOTAL:	\$1,604,228
TOTAL:					\$1,831,228

City of Redondo Beach
100% Engineer's Cost Estimate (10/7/2024)

ITEM NO.	APPROX. QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE	TOTAL BID
General Bid Items					
62	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$105,400.00	\$105,400
63	1	LS	NPDES COMPLIANCE (1% MAX. OF CONTRACT)	\$20,900.00	\$20,900
64	1	LS	CONSTRUCTION SURVEYING	\$35,000	\$35,000
65	2	EA	CONSTRUCTION INFORMATION SIGN	\$5,000	\$10,000
66	2	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)	\$5,000	\$10,000
67	1	LS	TRAFFIC CONTROL	\$136,000	\$136,000
				SUB-TOTAL:	\$317,300
Bid Items					
CONSTRUCTION					
68	11	EA	DRYWELL (PRIMARY WITH SINGLE SECONDARY CHAMBERS) AND 6" PVC CONNECTION PIPE (MaxWell® Plus Drywell or approved equals)	\$115,000	\$1,265,000
69	433	LF	12" HP PIPE	\$375	\$162,375
70	12	EA	CURBSIDE GRATING CATCH BASIN (1 GRATE) PER SPPWC 303-3	\$12,000	\$144,000
71	5	EA	CURB OPENING CATCH BASIN (SPPWC STD PLAN 300-3) WITH AUTOMATIC RETRACTABLE SCREEN W=3.5	\$17,500	\$87,500
72	1	EA	CURB OPENING CATCH BASIN (SPPWC STD PLAN 300-3) WITH AUTOMATIC RETRACTABLE SCREEN W=7	\$20,000	\$20,000
73	643	SF	LOCAL DEPRESSION (SPPWC STD PLAN 313-3) INCLUDING CONSTRUCTION OF 1-FOOT WIDE SLOT CUT	\$24	\$15,432
74	2	EA	MANHOLE PER DETAIL AND SPPWC 321-1	\$12,000	\$24,000
75	6	EA	MONOLITHIC CATCH BASIN CONNECTION PER SPPWC 308-3	\$5,000	\$30,000
76	71	EA	TREE 24-IN BOX (INCLUDING TRANSPORT, SITE PREP, TREE PLANTING EQUIPMENT, AND MISCELLANEOUS PLANTING SUPPLIES)	\$1,600	\$113,600
77	7	EA	TREE 36-IN BOX (INCLUDING TRANSPORT, SITE PREP, TREE PLANTING EQUIPMENT, AND MISCELLANEOUS PLANTING SUPPLIES)	\$1,800	\$12,600
78	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (180 DAYS)	\$30,000	\$30,000
				SUB-TOTAL:	\$1,904,507
				TOTAL:	\$2,221,807

EXHIBIT C
BEACH CITIES GREEN STREETS PROJECT
CONSTRUCTION COST SHARE FORMULA AND EXAMPLE

Table 1. Beach Cities Green Streets Project Construction Cost Share Formula								
	Construction Total	Construction Management and Inspection Services Cost	No. of Monitoring Locations	Performance Monitoring Cost	Project Completion Cost	Proportional Share of Project Completion Cost	Proportional Allocation of SCW + Grant Funds	Local Match
PARTY	a	b	n	$(n/N)*X = c$	$a+b+c = d$	d/D	$(d/D)Z = y$	d-y
TOTAL	A	B	N	X	A+B+X = D	100%	Z*	D-Z

*Total amount of external funding

Table 2. Example Beach Cities Green Streets Project Construction Cost Share ^a								
	Construction Estimate ^b	Inspection Services ^c	No. of Monitoring Locations	Performance Monitoring ^d	Total Cost ^e	Proportionate Share of Total Cost	Proportionate Share of SCW + Grant Funds ^f	Local Match Needed ^h
Torrance	\$ 2,784,568	\$106,476	6	\$120,000	\$3,011,044	35.9%	\$2,460,437	\$550,607
Hermosa Beach	\$953,210	\$36,449	2	\$40,000	\$1,029,659	12.3%	\$841,373	\$188,286
Manhattan Beach	\$1,831,228	\$70,022	2	\$40,000	\$1,941,250	23.1%	\$1,586,268	\$354,982
Redondo Beach	\$2,221,807	\$84,957	5	\$100,000	\$2,406,764	28.7%	\$1,966,657	\$440,107
Total	\$7,790,813	\$297,903	15	\$300,000	\$8,388,716	100%	\$6,854,735^g	\$1,533,981

^aAll amounts are estimated and provided for demonstration purposes only. Amounts will be refined based on bids and proposals in order to determine actual local match.

^bConstruction estimate based on Engineers 100% design cost estimate for each City shown in Exhibit B.

^cInspection Services cost estimate is apportioned according to each agency's proportionate share of Construction Estimate.

^dPerformance monitoring is estimated at \$100K/year for 3 years. Each City's share is based on the proportionate number of monitoring locations within its jurisdiction

^eTotal Cost = Construction Estimate + Inspection Services + Performance Monitoring

^fProportionate Share of SCW + Grant Funds is based on each City's proportionate share of the Total Cost

^gTotal SCW + grant funds include secured Safe, Clean Water Regional Infrastructure funding (\$5,366,953) and Prop 12 SMBR funding (\$1,487,782). Note, 5% of the Prop 12 SMBR funds are being withheld pending project completion by February 28, 2026 and full accounting of advanced payment and request for release of withholding by March 31, 2026.

^hLocal Match Needed = Total Cost - Proportionate Share of Grant Funds

EXHIBIT D
BEACH CITIES GREEN STREETS PROJECT LOCATION MAP

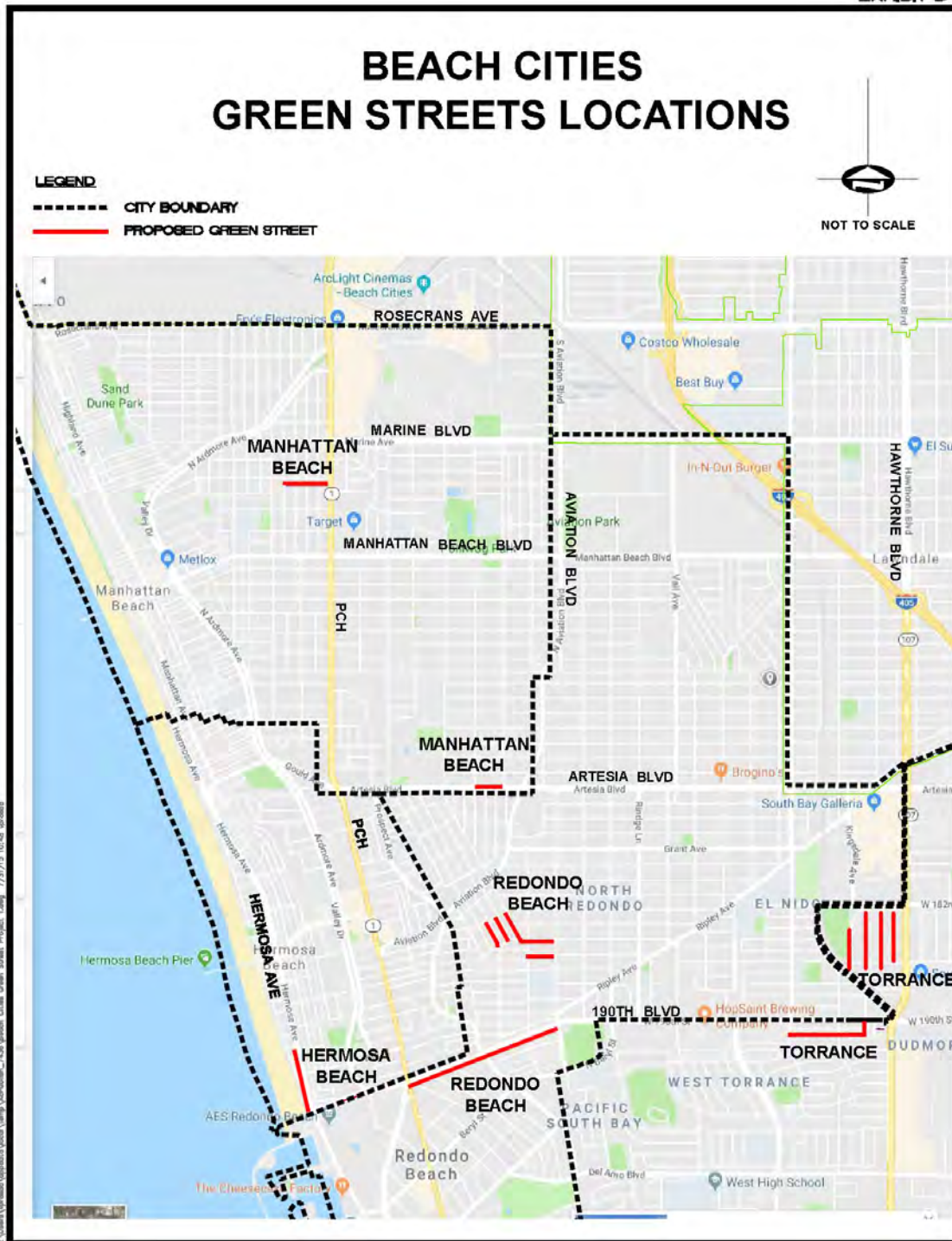


EXHIBIT E
BEACH CITIES GREEN STREETS PROP 12 SMBRC GRANT AGREEMENT
WITH AMENDMENT

AGREEMENT NUMBER 19-090	AM. NO. 2
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 96-6000803	

THIS AGREEMENT is entered into this 29th day of March, 2024 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Torrance	

The State Coastal Conservancy (“the Conservancy”) and the City of Torrance (“the grantee”) agree to amend their Agreement No. 19-090 as follows:

TERM OF AGREEMENT

This section is modified as follows:


The grantee shall deliver the Request for Disbursement for advance payment to the Conservancy no later than April 2, 2024.

The completion date is extended to February 28, 2026. The termination date is extended to March 31, 2046.

The grantee shall deliver the full accounting of advanced payment and request for the release of the withholding no later than March 31, 2026.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Torrance			
BY (Authorized Signature)  Amy Hutzel		BY (Authorized Signature)  Aram Chaparyan			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Aram Chaparyan, City Manager			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 20500 Madrona Avenue Torrance, CA 90503 Phone: (310) 781-6900			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$-0-	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Safe Neighborhood Parks,...(Prop 12)/ CA Drought, Water, Parks,...(Prop 68)			I certify that this agreement is exempt from Department of General Services' approval.  Erika Gomez Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$2,000,000.00	FUND ITEM 3760-101-608800009(E)(1) = \$100,000.00* 3760-101-000050008(C)(B3622) =\$1,900,000.00* Reap. by Ch. No. 21/21	CHAPTER 21 14	STATUTE 2021 2017	FISCAL YEAR 21/22 17/18	
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	PROJECT NAME Beach Cities Green Streets				
*Substitution of funds					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER  Roselin Devi		DATE 3/29/2024			

STATE OF CALIFORNIA

State Coastal Conservancy

GRANT AGREEMENT

Grant - Rev 11/20

AGREEMENT NUMBER 19-090	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 96-6000803	

THIS AGREEMENT is entered into this 17th day of February, _____ in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Torrance	

The State Coastal Conservancy ("the Conservancy") and the City of Torrance ("the grantee") agree to amend their Agreement No. 19-090 as follows:




TERM OF AGREEMENT

The completion date is extended to February 28, 2025.

The grantee shall deliver the final Request for Disbursement to the Conservancy no later than March 31, 2025.

All other terms and conditions of the agreement remain in effect.

The provisions on the following pages constitute a part of this agreement.
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Torrance			
BY (Authorized Signature)  Amy Hutzel		BY (Authorized Signature)  Aram Chaparyan			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Aram Chaparyan, City Manager			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 20500 Madrona Avenue Torrance, CA 90503 Phone: (310) 781-6900			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$-0-	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Safe Neighborhood Parks, Clean Water, Clean Air,...(Prop 12)			I certify that this agreement is exempt from Department of General Services' approval.  Erlinda Corpuz Erlinda Corpuz Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$2,000,000.00	FUND ITEM 3760-101-000050008(C)(B3622) Reap. by Ch. No. 6/20	CHAPTER 14	STATUTE 2017	FISCAL YEAR 17/20	
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	PROJECT NAME Beach Cities Green Streets				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER  Marita Nuval		DATE 2/17/2022			

C2020-017

STATE OF CALIFORNIA
STANDARD AGREEMENT
Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 19-090	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <u>95-6000803</u> <u>96-6000803 RP</u>	

THIS AGREEMENT, made and entered into this 30th day of January, 2020
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy
GRANTEE'S NAME City of Torrance	

, hereafter called the Conservancy, and
, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT


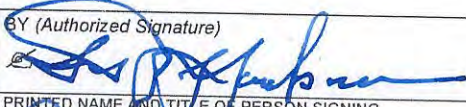
Pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Torrance ("the grantee") a sum not to exceed \$2,000,000 (two million dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at multiple sites in the Cities of Torrance, Redondo Beach, Manhattan Beach and Hermosa Beach (the "Cities"), as shown on Exhibit A, which is incorporated by reference and attached.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

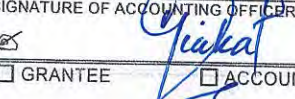
STATE OF CALIFORNIA

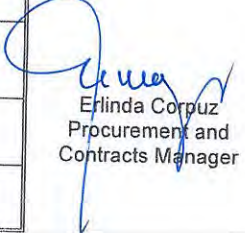
GRANTEE

AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Torrance
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Leroy J. Jackson, City Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 20500 Madrona Avenue Torrance, CA 90503 Phone: (310) 781-6900

AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,000,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE/PROP NO. Safe Neighborhood Parks, Clean Water, Clean Air,...(Prop 12)	I certify that this agreement is exempt from Department of General Services' approval.
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-000050008(C)(B3622)	CHAPTER 14	
		STATUTE 2017	
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	PROJECT NAME Beach Cities Green Streets	FISCAL YEAR 17/18	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 01/30/2020
<input checked="" type="checkbox"/> GRANTEE	<input type="checkbox"/> ACCOUNTING
<input type="checkbox"/> PROJECT MANAGER	<input type="checkbox"/> CONTROLLER
<input type="checkbox"/> STATE AGENCY	


Erlinda Corpuz
Procurement and
Contracts Manager

C2020-017

The Beach Cities Green Streets Project consists of designing and constructing multiple green streets to improve water quality and provide urban greening benefits in the Santa Monica Bay Watershed in the areas designated on Exhibit A. Existing impervious areas within the public parkways and rights-of-way will be retrofitted using a variety of below and above ground green infrastructure technologies such as porous pavement, catch basin trash screens, bio-filtration/bio-retention systems, vegetated curb extensions, planters, swales, rain gardens and dry wells to intercept, filter and retain dry and wet weather runoff. Each green street site will offer a unique set of multi-benefits.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

Construction of the project shall not begin, and the Conservancy shall not be obligated to disburse any funds, unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. All contractors that the grantee and the parties to the MOU (defined below) intend to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each construction contractor retained to work on the project under this agreement has complied with the bonding requirements described in the "BONDING" section, below.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. Required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

4. Evidence that grantee has entered into a Memorandum of Understanding between grantee, the City of Hermosa Beach, the City of Manhattan Beach, and the City of Redondo Beach, for the design and implementation of the Beach Cities Green Streets Project within the Santa Monica Bay Watershed (MOU).

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1 and no. 4, and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. Grantee shall comply with all mitigation measures applicable to the project that are in the Los Angeles County Flood Control District Enhanced Watershed Management Programs Programmatic Environmental Impact Report (PEIR), which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015.
2. The Conservancy acknowledges that the grantee, as a party to the MOU, is the coordinating lead for the project, and the project will be implemented by the parties to the MOU. Grantee agrees to coordinate between the Conservancy and the parties to the MOU to complete the project and comply with this agreement, and agrees to use best efforts to ensure that the parties to the MOU, and their respective officers, employees, agents and contractors working on the project, as sub-grantees and contractors under this agreement, comply with all applicable terms of this agreement.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through March 31, 2042 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 28, 2022 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than March 31, 2022.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 14, 2019 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's City Engineer.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.
4. A monitoring plan.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee and for the other parties to the MOU, then the grantee shall, prior to the initiation of any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the name of each contractor that is intended to be retained for the project. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project at each project site, acknowledging Conservancy assistance and displaying the Conservancy's logo, and the logos for Proposition 12 and the Santa Monica Bay Restoration Commission. The signs shall acknowledge funding from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12), as required by the California Natural Resources Agency's "Sign Guidelines," attached as Exhibit C. The Conservancy shall provide to the grantee specifications and logos for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee, as applicable, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written

substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within thirty days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."
4. A final inspection report by a licensed architect or registered engineer or the grantee's City Engineer, and a copy of "as built" drawings of the completed project.

Within thirty days of grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter. If the Conservancy does not deem the project to be complete, the Conservancy may notify grantee of its reason for deeming the project incomplete, and how the grantee can demonstrate satisfactory completion of the project.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days' notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days' notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days' notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee and the other parties to the MOU assume all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from the obligations under this section only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of the project. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the project in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil

Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

- d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker's Compensation and Employer's Liability: As required by law, and Employer's Liability of no less than \$1,000,000 per accident or disease.
 - d. Course of Construction: Completed value of the project with no coinsurance penalty provisions.
 - e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee

shall notify the Conservancy within two working days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.

- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
- 5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy

may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Contractors. The grantee, as applicable, shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the design and construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

UNION ORGANIZING

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request, for additional information.

DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

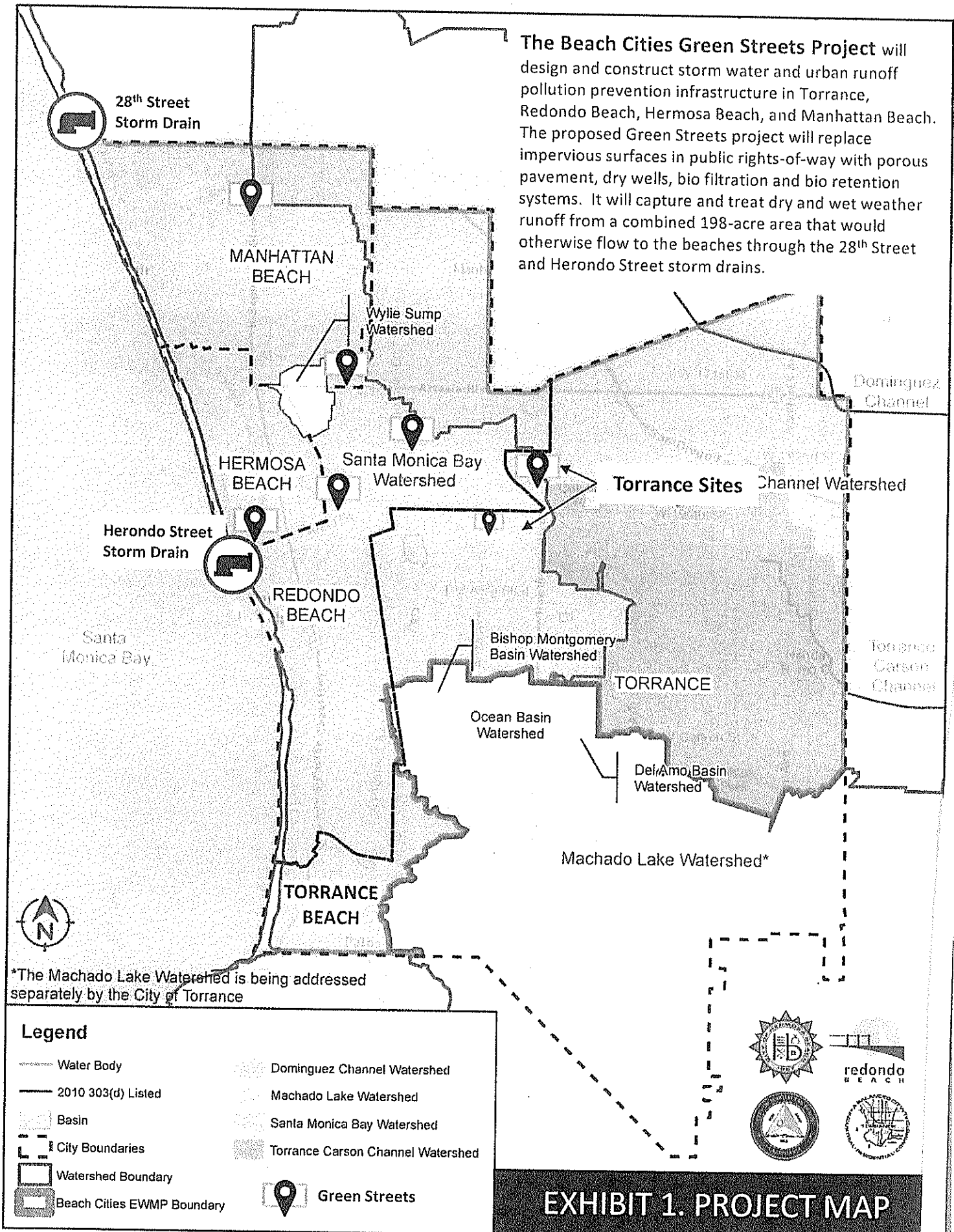
AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

The Beach Cities Green Streets Project will design and construct storm water and urban runoff pollution prevention infrastructure in Torrance, Redondo Beach, Hermosa Beach, and Manhattan Beach. The proposed Green Streets project will replace impervious surfaces in public rights-of-way with porous pavement, dry wells, bio filtration and bio retention systems. It will capture and treat dry and wet weather runoff from a combined 198-acre area that would otherwise flow to the beaches through the 28th Street and Herondo Street storm drains.



COASTAL CONSERVANCY

Staff Recommendation
March 14, 2019

SANTA MONICA BAY RESTORATION GRANTS

Project Nos. 19-001-01 thru 19-001-10
Project Manager: Kara Kemmler

RECOMMENDED ACTION: Authorization to disburse up to \$6,895,100 to nine nonprofit organizations and public agencies for ten projects to improve coastal water quality, preserve and enhance coastal resources, and enhance coastal access within Santa Monica Bay and its watershed to implement the Santa Monica Bay Restoration Plan.

LOCATION: Various locations in the Santa Monica Bay Watershed, Los Angeles County

PROGRAM CATEGORIES: Integrated Coastal and Marine Resources Protection, Resource Enhancement, Reservation of Significant Coastal Resource Areas

EXHIBITS

- Exhibit 1: Project Location Maps
- Exhibit 2: Santa Monica Bay Restoration Commission Resolution
- Exhibit 3: Letters of Support
- Exhibit 4: Environmental Assessment Palos Verdes Reef Restoration Project (EA/ND)
- Exhibit 5: Enhanced Watershed Management Programs Program Environmental Impact Report (PEIR)
- Exhibit 6: CEQA Checklists for the Beach Cities Green Streets and Monteith Park and View Park Green Alley Stormwater Capture Projects

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31117, 31220, 31251 *et seq.*, and 31350 *et seq.* of the Public Resources Code, regarding projects in the Santa Monica Mountains zone, integrated coastal and marine resources, resource enhancement and reservation of coastal resource areas, respectively:

"The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed six million eight hundred ninety-five thousand one hundred dollars (\$6,895,100) to nine

SANTA MONICA BAY RESTORATION GRANTS

nonprofit organizations and public agencies for 10 projects that implement the Santa Monica Bay Restoration Plan as follows:

- Trust For Public Land: Three hundred fifty thousand dollars (\$350,000) for acquisition of 91 acres of undeveloped land in Carbon Canyon, Malibu (Assessor's Parcel Numbers: 4453-005-081 through 4453-005-087).
- Resource Conservation District of the Santa Monica Mountains: Four hundred sixty thousand dollars (\$460,000) for planning the restoration of Topanga Lagoon in Topanga State Park.
- Palos Verdes Land Conservancy: Two hundred one thousand two hundred eighty dollars (\$201,280) to restore 13 acres of rare coastal bluff habitat to support threatened and endangered wildlife and plant species, reduce coastal erosion, improve water infiltration and enhance public access in Abalone Cove Reserve, Rancho Palos Verdes.
- The Bay Foundation: Ninety thousand dollars (\$90,000) to restore two acres of sensitive habitat through community restoration events at the Ballona Wetlands Ecological Reserve.
- National Parks Service: Two hundred two thousand one hundred dollars (\$202,100) for the restoration of the California red-legged frog (*Rana draytonii*) population in the Santa Monica Mountains.
- National Parks Service: Five hundred sixteen thousand dollars (\$516,000) to implement site improvements that will reduce sedimentation and polluted runoff to improve coastal water quality, restore riparian habitat, improve visitor circulation, and reduce erosion and flooding at Paramount Ranch in the Santa Monica Mountains National Recreation Area.
- Southern California Marine Institute: One million one hundred fifty thousand dollars (\$1,150,000) to restore 69 acres of lost rocky reef/ kelp bed habitat offshore of Bunker Point on the Palos Verdes Peninsula.
- City of Torrance: Two million dollars (\$2,000,000) to design and construct multiple green streets to improve water quality and provide urban greening benefits at five sites in four south bay beach cities: Torrance, Redondo Beach, Manhattan Beach and Hermosa Beach.
- County of Los Angeles: One million dollars (\$1,000,000) to construct a stormwater infiltration system, and recreational and landscape improvements at Monteith Park and View Park alley in the Ballona Creek Watershed.
- Las Virgenes Municipal Water District: Nine hundred twenty-five thousand seven hundred twenty dollars (\$925,720) to construct an indirect potable water reuse demonstration facility to demonstrate its feasibility, and to educate the public on new water technology and conservation, to ultimately reduce dependence on imported water in the Malibu Creek Watershed.

This authorization is subject to the following conditions:

1. Prior to disbursement of funds for all non-acquisition projects, each grantee shall submit for the review and written approval of the Executive Officer of the Conservancy

(Executive Officer) the following:

- a. A detailed work program, schedule, and budget.
 - b. Names and qualifications of any contractors to be retained in carrying out the project.
 - c. A plan for acknowledging the Conservancy's assistance, consistent with Proposition 12 requirements and the related guidelines developed by the California Natural Resources Agency.
 - d. If applicable, evidence that all permits and approvals required to implement the project have been obtained.
 - e. If applicable, evidence that the grantee has entered into, and recorded if applicable, landowner agreements sufficient to enable the grantee to implement, operate, and maintain the project and to protect the public interest in the project.
 - f. If applicable, a monitoring plan.
2. The City of Torrance shall comply with all mitigation measures in the *Los Angeles County Flood Control District Enhanced Watershed Management Programs Programmatic Environmental Impact Report (PEIR)*, which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015, that are applicable to the proposed Beach Cities Green Streets project as identified in the checklist attached as Exhibit 6 to the accompanying staff recommendation.
 3. The County of Los Angeles shall comply with all mitigation measures in the *Los Angeles County Flood Control District Enhanced Watershed Management Programs Programmatic Environmental Impact Report (PEIR)*, which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015, that are applicable to the proposed Monteith Park and View Park Alley Stormwater Capture project as identified in the checklist attached as Exhibit 6 to the accompanying staff recommendation.
 4. The following conditions apply to the grant of funds for the Carbon Canyon acquisition:
 - a. Prior to the disbursement of any Conservancy funds, the grantee shall submit for the review and approval of the Executive Officer the following:
 - i. All relevant acquisition documents for the acquisition including, without limitation, the appraisal, purchase and sale agreement, deed, escrow instructions, environmental or hazardous materials assessment, and title report;
 - ii. A baseline conditions report;
 - iii. A monitoring and reporting plan; and
 - iv. Evidence that sufficient funds are available to complete the acquisition.
 - b. The grantee shall pay no more than fair market value for the property, as established in an appraisal approved by the Executive Officer.
 - c. The property acquired under this authorization shall be managed and operated for open space, habitat and natural resource preservation, and public access. The property shall be permanently dedicated to those purposes by an appropriate instrument

SANTA MONICA BAY RESTORATION GRANTS

approved by the Executive Officer.

- d. Conservancy funding shall be acknowledged by erecting and maintaining a sign on the property, or in a nearby publicly-viewable area, the design and location of which are to be approved by the Executive Officer."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapters 5.5, 6 and 8 of Division 21 of the Public Resources Code (Sections 31220, 31251 *et seq.* and 31350 *et seq.*), regarding integrated coastal and marine resources, resource enhancement, and reservation of coastal resource areas.
2. Consistent with Public Resources Code Section 31117, the Santa Monica Mountains Conservancy supports the Conservancy's funding for the projects in the Santa Monica Mountains zone.
3. The proposed project is consistent with the current Conservancy's Project Selection Criteria and Guidelines.
4. Each nonprofit organization grantee proposed under this authorization is organized under section 501(c)(3) of the U.S. Internal Revenue Code, and their purposes are consistent with Division 21 of the Public Resources Code.
5. The Conservancy has independently reviewed and considered the information contained in the *Environmental Assessment Palos Verdes Reef Restoration Project* adopted by the California State Lands Commission on February 27, 2018, pursuant to the California Environmental Quality Act and attached to the accompanying staff recommendation as Exhibit 4. The Conservancy finds that there is no substantial evidence based on the record as a whole that the Palos Verdes Reef Restoration Project may have a significant effect on the environment.
6. The Conservancy has independently reviewed and considered the *Los Angeles County Flood Control District Enhanced Watershed Management Programs Program Environmental Impact Report* (PEIR), which was certified by the Los Angeles County Flood Control District (LAFCD) pursuant to the California Environmental Quality Act on May 26, 2015 and is attached to the accompanying staff recommendation as Exhibit 5. The Conservancy has also reviewed the environmental checklists in Exhibit 6 for the Beach Cities Green Streets Project and the Monteith Park and View Park Green Alley Stormwater Capture Project and the mitigation measures needed to reduce or avoid those effects, all of which were fully identified and considered in the PEIR and checklists. The mitigation measures will reduce any potentially significant effects to less than significant. There are no new additional or more severe environmental impacts associated with these specific projects beyond those previously considered by the PEIR, and there is no need for new or additional mitigation measures to reduce or to avoid the impacts of the projects. Accordingly, the Conservancy finds that as mitigated, these projects will not have a significant effect on the environment."

SANTA MONICA BAY RESTORATION GRANTS

PROJECT SUMMARY:

Staff recommends the Conservancy authorize up to \$6,895,100 for grants to nine nonprofits and public agencies for ten projects to improve coastal water quality, preserve and enhance coastal resources, and enhance coastal access within Santa Monica Bay and its sub-watersheds to implement the Santa Monica Bay Restoration Plan. The proposed projects included in this authorization are described below.

The Trust for Public Land

\$350,000

Carbon Canyon Acquisition

Malibu

The Trust for Public Land (TPL) will acquire fee title to seven parcels (Assessor's Parcel Numbers: 4453-005-081 through 4453-005-087) totaling approximately 91 acres of undeveloped land in Carbon Canyon, Malibu. The parcels will ultimately be owned and managed by the Mountains Recreation and Conservation Authority (MRCA) for the purposes of open space, habitat and natural resource preservation, and public access. The landscape includes native chaparral habitat, rocky outcroppings and small mammal burrows-- habitat characteristics essential to amphibians, reptiles and other small mammals such as foxes. Larger mammals (including mountain lion, bobcat, and coyote) are supported by the property's rugged mountainside habitat and are known to use the property for transit between protected areas. The acquisition will preserve native habitat and the scenic viewshed, and its connection to recently acquired adjacent properties owned by MRCA will provide contiguous habitat as a wildlife corridor connecting the coast to the inland portions of the Santa Monica Mountains.

The property was recently marketed for residential development which would allow up to four estate homes under the existing zoning. The acquisition will avoid the impacts associated with development including native habitat removal and fragmentation, degraded water quality, erosion, and additional vehicle miles traveled associated with both construction of and daily use of the new residences.

The site provides coastal access opportunities; it is located one-half mile from Carbon Beach in Malibu and could enable development of an important link in the Coastal Slope Trail (CST). The CST is a 70-mile recreational trail network stretching from Topanga State Park to Point Mugu State Park. When complete, the CST will link a network of public lands for a seamless recreational experience across the Santa Monica Mountains National Recreation Area, spanning Los Angeles and Ventura counties. The CST is partially completed, and acquisition of private land is required to fill in gaps between existing public lands in the trail plan. Without this acquisition, the CST would need to be substantially rerouted in this area.

Proposed Funds

Coastal Conservancy	\$350,000
California Natural Resources Agency (EEM)	\$500,000
Santa Monica Mountains Conservancy (Prop 68)	\$350,000
<u>Los Angeles County (Prop A)</u>	<u>\$1,000,000</u>
Project Total	\$2,200,000

SANTA MONICA BAY RESTORATION GRANTS

TPL will provide in-kind services valued at approximately \$85,000 for due diligence, closing costs, staff time, and other transactional costs associated with purchase of the property.

Resource Conservation District of the Santa Monica Mountains

\$460,000

Topanga Lagoon Restoration Planning

Topanga

The Topanga Lagoon Restoration Planning Project will advance the long-term planning effort for the restoration of Topanga Lagoon. Topanga Lagoon is a coastal estuary at the terminus of Topanga Canyon within Topanga State Park, which is owned and managed by the California Department of Parks and Recreation (State Parks). Over the last two decades, State Parks has been engaged in a collaborative effort with multiple agency partners toward the ultimate restoration of Topanga Lagoon. The Resource Conservation District of the Santa Monica Mountains (RCDSMM) has led the previous planning efforts in partnership with State Parks, and these agencies will continue that partnership for this phase. The lagoon and surrounding park provide a unique opportunity for ecological restoration, resiliency planning, and improvements for public access and recreation.

The Conservancy has previously funded various preliminary studies and activities in support of the larger restoration. The proposed project consists of developing three conceptual restoration alternatives. The project includes reviewing existing data and conducting technical studies to inform the restoration design; developing ecosystem restoration and public access goals and objectives with input from a technical advisory committee and public stakeholders; and developing three conceptual alternatives to restore ecological function, increase resiliency to sea level rise and climate change, and enhance the visitor experience.

Topanga Watershed is 18 square miles, the third largest watershed draining into Santa Monica Bay. The watershed provides habitat for the federally listed endangered southern steelhead trout and tidewater goby. Steelhead in the Santa Monica Bay are on the brink of extinction and Topanga Creek is currently the only stream with a reproducing population. However, the current conditions in Topanga Lagoon are not optimal to support growth and rearing opportunities for steelhead and the existing narrow channel opening under the bridge over Pacific Coast Highway (PCH) intensifies high flows and limits the opportunities for steelhead to enter the creek or for smolts to emigrate. The PCH bridge is under Caltrans jurisdiction, and it has been identified as a priority for replacement to enhance fish passage. The new bridge span will be longer which will allow the lagoon footprint to be enlarged to restore ecological function and increase resiliency to sea level rise impacts.

The project area is approximately 23 acres and includes several structures that could be modified and utilized for visitor activities, including low cost overnight accommodations. The existing structures include a vacant historic motel with approximately 27 structures; parking, picnic tables, and an accessway crossing under PCH to the beach. The remains of a Native American village have also been documented. Topanga Beach is visited by 750,000 people annually, and the park offers a 36-mile canyon-and-ridgeline trail system. The onsite resources and visitorship provide a multitude of opportunities to connect people and nature.

SANTA MONICA BAY RESTORATION GRANTS

Proposed Funds

Coastal Conservancy	\$460,000
RCDSMM	\$71,810
State Parks	\$133,000
Project Total	\$664,810

Palos Verdes Peninsula Land Conservancy

\$201,280

Abalone Cove Habitat Restoration

Rancho Palos Verdes

The proposed project consists of restoration of 13 acres of rare coastal bluff habitat to support threatened and endangered wildlife and plant species, reduce coastal erosion, and improve water infiltration; and installation of signage and other improvements to enhance public access along the California Coastal Trail (CCT) in Abalone Cove Reserve (Reserve) on the Palos Verdes Peninsula.

The 64-acre Reserve is one of ten reserves covering a total of 1,400 acres that are owned by City of Rancho Palos Verdes and managed by the Palos Verdes Peninsula Land Conservancy (PVPLC). It is a designated State Ecological Reserve and serves as an important ecological resource for the Santa Monica Bay Watershed and larger Los Angeles Region. Southern coastal bluff scrub is listed as a rare vegetation community in the California Natural Communities Database and is composed of several rare coastal plants. Coastal sage scrub is also an ecologically significant vegetation type in southern California, with a high level of diversity, endemism, and rare species. These communities provide habitat for several listed species including the coastal California gnatcatcher (*Polioptila californica californica*), federally listed as threatened and a California Species of Special Concern, the federally endangered El Segundo blue butterfly (*Euphilotes battoides allyni*), Palos Verdes blue butterfly (*Glaucopsyche lygdamus palosverdesensis*) and the coastal cactus wren (*Campylorhynchus brunneicapillus*), whose numbers are currently in decline. Encroachment by several species of non-native plants is threatening the ecological health of the native vegetation on the bluffs. These species persist throughout the area to be restored and must be eradicated to allow the rare natives to thrive. The restoration project will increase resiliency for sensitive wildlife species; increase numbers of rare plant species; and decrease erosion and sediment movement along the bluffs.

The proposed project involves removal of invasive *Acacia* trees and invasive plants including iceplant, fennel, mustard, non-native annual grasses, tumbleweed, and scotch broom; installation of temporary drip irrigation for establishment; revegetation with native plants propagated in PVPLC's plant nursery, grown from seeds sourced in the vicinity of the project; and for three years after planting, removal of invasive plants and replacement planting to fill in areas of low native plant coverage. In addition, the project includes trail improvements that support the restoration and enhance the visitor experience at the Reserve. Trail improvements include installing low-impact fencing to protect the restoration areas and guide foot traffic onto the CCT and other approved trails; posting CCT decals and trail markers to enhance wayfinding from the parking area to the beach; and installing signage including Reserve welcome signage and educational signs promoting awareness of Abalone Cove's rare ecology. Restoration activities will be performed by PVPLC staff, volunteers and Conservation Corps youth.

SANTA MONICA BAY RESTORATION GRANTS

As part of PVPLC's management of the Reserve, they conduct various community volunteer programs and host public education nature walks through the Reserve to engage and educate the public about coastal resources. The proposed restoration would provide additional learning opportunities within that larger education program.

Proposed Funds

Coastal Conservancy	\$201,280
Natural Resource Conservation Service	\$198,000
Palos Verdes Peninsula Land Conservancy	\$75,520
REI	\$10,000
Project Total	\$484,800

Volunteers will play a large role in helping to implement and maintain the project, in-kind for their service is estimated at \$94,000.

The Bay Foundation

\$90,000

Ballona Wetlands Community Restoration

Ballona Wetlands

The Bay Foundation (TBF), in partnership with Friends of the Ballona Wetlands (FBW), and with support from California Department of Fish and Wildlife (CDFW), will restore two acres of habitat at two sites within the Ballona Wetlands Ecological Reserve (Reserve), through removal of invasive, non-native vegetation and supplemental revegetation, informed by scientific monitoring, to help native plants establish. To encourage community participation in protecting resources at the Reserve, TBF and FBW will conduct community restoration events that engage school children and other youth groups in the habitat restoration project.

The Ballona Wetlands Ecological Reserve which is owned by CDFW, encompasses approximately 600 acres and is the last remaining major coastal wetland in the Santa Monica Bay. The Reserve protects salt marsh and freshwater wetlands, coastal bluffs, dunes, and upland habitats, which support several state- and federally-listed species of concern. Developed urban areas surrounding the wetlands, as well as many other human activities, have significantly impacted the wetlands. A larger restoration effort to restore the wetlands complex is being undertaken by CDFW, and an Environmental Impact Report (EIR) has been prepared for those activities. No activities are proposed in the EIR for the proposed community restoration project area.

Proposed Funds

<u>Coastal Conservancy</u>	<u>\$90,000</u>
Project Total	\$90,000

TBF is conducting similar habitat restoration activities at adjacent sites and providing ongoing monitoring and maintenance of those restored areas which are considered part of a larger restoration project, of which TBF also considers the proposed project to be a part. The funds requested are for the new activities in the two-acre restoration described above, funding provided by other funders for the efforts in adjacent areas totals \$133,743.

SANTA MONICA BAY RESTORATION GRANTS

National Park Service

\$516,000

Paramount Ranch Enhancement

Santa Monica Mountains National Recreation Area

National Park Service (NPS) will design and implement site specific solutions at Paramount Ranch, a park unit within the Santa Monica Mountains National Recreation Area, that will reduce erosion and sedimentation improving coastal water quality, increase riparian habitat, improve visitor circulation, and reduce flood impacts. The park unit consists of two parcels, approximately 664 acres in total area. The site includes the old movie sets at Western Town (buildings burned in the Woolsey Fire but will be rebuilt), a network of hiking/equestrian trails, ranger and maintenance facilities, and a large, unpaved parking area. The park receives over 900,000 visitors annually. Coyote Creek, a 413-foot long tributary, drains from the northwest part of Western Town to Medea Creek, a perennial stream that runs north-south through the property connecting downstream to Malibu Creek and ultimately to Malibu Lagoon and the Santa Monica Bay.

Malibu Creek is impaired by a variety of problems, including sedimentation/siltation, coliform bacteria and algae. Existing site conditions and exacerbate water quality impairments in the watershed. The project will improve coastal water quality, enhance habitat and improve visitor access through the following actions:

- regrade areas of the site to address drainage and erosion impacts;
- recontour and restore creek banks with native riparian plants to stabilize banks and reduce erosion and peak flows into Medea Creek;
- replace pedestrian/equestrian instream crossings with bridges across the creeks;
- install a vegetation buffer incorporating bioswales and berms along the edge of the 2 hectare parking area to redirect drainage, manage stormflows, encourage infiltration, and reduce sediment input to the creek and regrade parking area to reduce flood impacts; and
- conduct public education efforts to relay the benefits of these methods to reduce sedimentation, vehicle particulate and fluid runoff, and horse manure loading in coastal watersheds.

Proposed Funds

Coastal Conservancy	\$516,000
Helium Act Fund	\$342,000
<u>National Park Service (plants)</u>	<u>\$20,000</u>
Project Total	\$878,000

NPS will contribute in-kind services estimated at \$154,583 and volunteer assistance for restoration planting, weeding and monitoring following construction is estimated at \$20,000.

National Park Service

\$202,100

California Red-legged Frog Reestablishment

Santa Monica Mountains

The California Red-legged Frog (*Rana draytonii*) Reestablishment Project builds on an earlier effort by National Park Service (NPS) to reintroduce the rare California red-legged frogs (CRLF)

SANTA MONICA BAY RESTORATION GRANTS

to the Santa Monica Mountains (SMM), and consists of actions to establish self-sustaining populations of CRLF in SMM streams. The proposed project has been modified to address impacts from the recent Woolsey fire on the reestablishment effort.

Once common in Southern California, CRLF have been extirpated from 75% of their former range and are absent altogether from the southern part of their range in the U.S. The CRLF is the largest native amphibian in the western U.S. and an important member of freshwater ecosystems. The species is listed as threatened at federal and state levels, and efforts to restore this culturally and ecologically significant species are necessary to reverse population declines. NPS implemented a reintroduction project in the SMM, funded previously by the Conservancy, and this project continues the work from that effort with the goal of establishing self-sustaining populations. However, in late 2018 the Woolsey fire burned a significant portion of every CRLF site in the SMM. The loss of habitat and potential for debris flows caused NPS to make adjustments to the proposed project. The focus shifted from building on previous successes toward full reestablishment to putting in place protective measures in case of urgent situations threatening the populations and restoring habitat to support existing populations and building the populations up as much as feasible under new conditions.

The proposed project includes monitoring and restoring burned sites to implement the reintroduction protocol that was working well in the years before the fire, and if necessary, relocating frogs and/or eggs to the Santa Barbara zoo to keep them safe from harm during storm events. In addition, NPS will conduct habitat assessments at two new sites in the SMM, Cold Creek and Temescal Canyon, which were unaffected by the Woolsey fire. If the new sites are suitable, NPS will initiate the reintroduction protocol in those streams.

Successful reintroduction projects alleviate small population size through repeated translocations and establish multiple locations for populations to thrive to provide a safety net in the event of a population crash. This reestablishment project is critical to the recovery of CRLFs, and, post-fire, will provide an opportunity to test new measures for protecting populations in post-disaster conditions. The project also offers opportunities to engage the public about the frogs and the sensitive riparian areas where they live through NPS's existing public education programs, academic lectures, social and traditional media, and school programs. NPS rangers host monthly programs at NPS properties where CRLF occur and provide interactive, field-based educational opportunities for 4th graders to learn about CRLF in NPS's "Be a Biologist" programs. NPS also plans to submit their innovative work for publication in a peer-reviewed journal.

Proposed Funds

Coastal Conservancy	\$202,100
National Park Service	\$79,000
Disney Conservation Fund	\$40,000
Project Total	\$321,100

NPS will contribute in-kind services and equipment estimated at \$184,250. In addition, services provided by Santa Barbara Zoo permitted biologist volunteers is estimated at \$36,000.

SANTA MONICA BAY RESTORATION GRANTS

Southern California Marine Institute

\$1,150,000

Palos Verdes Reef Restoration

Palos Verdes Peninsula

This project will restore 69 acres of lost rocky reef/ kelp bed habitat offshore of Bunker Point on the Palos Verdes Peninsula. The project site is submerged lands owned by the State Lands Commission. The restoration project, once the habitat is mature, will restore the nearshore ecological rocky reef community, support approximately six tons of reef fishes and a proportional population of invertebrates, and increase the abundance of commercial and recreational species offsetting historical losses to ecosystem services.

The Palos Verdes Peninsula, the downcoast border of Santa Monica Bay, has suffered a myriad of impacts from coastal development, infrastructure, pollution, overfishing and associated anthropogenic effects. These impacts have resulted in over a 50% decline in giant kelp beds (*Macrocystis pyrifera*) and associated losses in ecological and socioeconomic services. One source of this loss is meticulously documented; over 200 acres of nearshore rocky reef/kelp bed habitat from Portuguese Bend to Point Fermin have been buried by sedimentation and lost due to poor upland land management practices that have since been ameliorated. This project will restore 69 acres of this lost habitat in an innovative, state-of-the art subtidal reef restoration project in the subtidal waters of Bunker Point. The reef will be composed of a set of eight "blocks" constructed by placing 70,000 tons of quarry rock from Catalina Island. The blocks will be placed proximate to natural reef habitat and oriented to restore the lost features of the reef.

The restoration project has been modeled on nearly a decade of intensive physical and biological surveys overlaid on the backdrop of decades of studies and monitoring of the Palos Verdes Peninsula. The restoration habitat design incorporates biological and physical models of the region and builds upon the lessons learned from all previous reefing projects in Southern California. The modeling incorporated into the design specifically reproduces the features of the most productive reef ecosystems in the region so that the project will be designed to permanently restore the lost ecological services. This project represents the largest production restoration habitat for temperate reefs in the world.

Proposed Funds

Coastal Conservancy	\$1,150,000
Montrose Settlements Restoration Program	\$5,500,000
Project Total	\$6,650,000

The Montrose Settlements Restoration Program will also provide match funds for year-one monitoring: \$353,859.

City of Torrance

\$2,000,000

Beach Cities Green Streets Torrance, Redondo Beach, Manhattan Beach, Hermosa Beach

The Beach Cities Green Streets Project to design and construct multiple green streets to improve water quality and provide urban greening benefits at five sites in four south bay beach cities: Torrance, Redondo Beach, Manhattan Beach and Hermosa Beach. The green streets will be composed of a variety of below and above ground green infrastructure facilities to intercept,

SANTA MONICA BAY RESTORATION GRANTS

filter and retain dry and wet weather runoff from two highly urbanized coastal sub-watersheds to improve coastal water quality in the Santa Monica Bay Watershed. The project will retrofit existing impervious areas within the public parkways and rights-of-way using green infrastructure technologies identified in the Beach Cities Enhanced Watershed Management Plan (EWMP), such as porous pavement, catch basin trash screens, bio-filtration/bio-retention systems, vegetated curb extensions, planters, swales and rain gardens and dry wells. Each project site will offer a unique set of multi-benefits depending on its location.

The Beach Cities have been systematically working to achieve water quality objectives through the development and implementation of the Beach Cities EWMP, which identified green streets as an integral component in the overall strategy for achieving water quality objectives in the Santa Monica Bay. The drainage areas to the Herondo Street and 28th Street storm drain outfalls were identified in the EWMP as high-priority sub-watersheds for the implementation of regional and green street projects to achieve these water quality objectives.

The project will address urban runoff and stormwater pollution at its source instead of sending it through one of two storm drains at Herondo Street and 28th Street which convey water to the Santa Monica Bay beaches and ocean. This approach will address well-documented water quality issues in the Santa Monica Bay and help achieve waste load allocations in Total Maximum Daily Loads (TMDLs) for bacteria (dry and wet weather), nearshore and offshore debris (Trash), and toxic chemicals (DDT and PCB). Recently, the State Water Board also listed impairments for mercury and arsenic in the Santa Monica Bay. These two high priority sub-watersheds (city drains) are monitored daily (5 days per week) for indicator bacteria in the wave wash adjacent to the storm drain outfall, and both consistently get "F" grades on Heal the Bay's Beach Report card during wet weather. The four cities are cooperating to implement green street improvements at five locations. The project will produce multiple benefits to the maximum extent possible at each location, including stormwater infiltration for groundwater recharge and urban greening benefits in locations where native plants and trees will be planted.

Proposed Funds

Coastal Conservancy	\$2,000,000
Torrance	\$864,996
Hermosa Beach	\$615,990
Manhattan Beach	\$498,024
Redondo Beach	\$615,990
<u>TBD</u>	<u>\$550,000</u>
Project Total	\$5,145,000

The City of Torrance is providing in-kind staff time valued at \$100,000. In addition, each of the other three Beach Cities will contribute in-kind staff time estimated at \$63,360 total or \$21,120 per agency.

SANTA MONICA BAY RESTORATION GRANTS

County of Los Angeles

\$1,000,000

Monteith Park & View Park Green Alley Stormwater Capture Ballona Creek Watershed

The proposed project is a stormwater capture project to capture and infiltrate stormwater at two locations in the Ballona Creek Watershed to improve water quality in Santa Monica Bay. The County will construct an infiltration system and recreational and aesthetic improvements at Monteith Park (Park) and View Park Alley (Alley). The diversion system at the Park will divert flows from two storm drain systems and the system at the Alley will divert flows from an additional storm drain system to the infiltration system. The infiltration system will intercept and infiltrate the 85th percentile, 24-hour stormwater runoff volume of 9.3 acre-feet from the upstream 228-acre watershed. The project will prevent polluted runoff from being discharged downstream thus improving water quality in the Ballona Creek Watershed and ultimately Santa Monica Bay.

Over the past several years, bacteria and metals water quality monitoring data have shown that Ballona Creek and its tributaries periodically exceed the water quality objectives set in the Total Maximum Daily Loads (TMDLs) established for Ballona Creek and Santa Monica Bay. The Ballona Creek EWMP indicated that an 85.3 percent reduction in metals is needed to meet the water quality objectives.

The project involves installing two underground infiltration systems to capture stormwater and improve water quality, which provides an opportunity to provide recreational and aesthetic improvements for the community above ground. The existing Alley, which runs between a commercial area and a residential neighborhood, will be transformed from an uninviting, asphalt corridor into a vibrant, green alley with improvements such as light-colored paving to reduce the heat island effect; cross walk striping, public art, and signage; and drought tolerant planting for cooling and beautification. The Park is a popular rest and recreational green space for the community with existing ornamental lawn, trees and benches. Park improvements include replacing some of the existing irrigated turf with native, climate appropriate plants, such as native grasses or a pollinator garden, and passive recreation amenities. The County will engage the community to gather input on final designs for the Park and Alley.

Proposed Funds

Coastal Conservancy	\$1,000,000
Los Angeles County	\$2,711,505
Project Total	\$3,711,505

Las Virgenes Municipal Water District

\$925,720

Pure Water Demonstration

Malibu Creek Watershed

The Pure Water Demonstration project involves installation of an indirect potable water reuse (IPR) demonstration facility to demonstrate its feasibility, and to educate the public on new water technology and conservation, to ultimately reduce dependence on imported water in the Malibu Creek Watershed. The proposed project is a component of the larger Pure Water Project, which is a visionary project to improve local water supply reliability and drought resilience, and eliminate the unsustainable practice of discharging recycled water to Malibu Creek in the winter.

SANTA MONICA BAY RESTORATION GRANTS

The Las Virgenes Municipal Water District (District) will construct a 100 gallon per minute advanced water treatment demonstration facility to test the microfiltration, reverse osmosis, ultraviolet light disinfection, and advanced oxidation components of the Pure Water advanced treatment facility. The demonstration facility will occupy an existing vacant building owned by the District, only minor refurbishment of the building is needed to create the demo facility. Interpretive signage and educational materials will explain each step of the treatment process, need for potable reuse and the environmental benefits associated with the project. Tours will be conducted for local schools, service groups, and the general public. Visitors will be provided the opportunity to taste the treated water and will fill in before and after surveys. The project will also include a demonstration garden in front of the facility which will inform community members about climate appropriate garden design and ocean friendly gardening practices.

Operation of the advanced water system will provide the opportunity to evaluate the performance of equipment, optimize operational efficiency, train operators and compile information into a final report to be shared with other entities interested in pursuing potable reuse projects. During operation information will be collected on operational controls, system performance and treated water quality which will be used to assist in the development of future regulatory documentation for design and completion of the larger Pure Water advanced water treatment facility. The facility is expected to operate for at least ten years until a permanent facility is in place.

Proposed Funds

Coastal Conservancy	\$925,720
U.S. Bureau of Reclamation (Water Smart Research Grant)	\$300,000
Las Virgenes-Triunfo JPA	\$1,288,529
TBD	\$229,665
Project Total	\$2,743,904

The District will provide in-kind staff services for the project estimated at \$300,739.

Site Description: All the projects are located in the Santa Monica Bay and its watershed. The Santa Monica Bay Watershed encompasses approximately 414 square miles. See Exhibit 1 for maps of the larger watershed and specific locations of the projects.

Project History: The federal Clean Water Act authorizes the U.S. Environmental Protection Agency (USEPA) to select an estuary to be part of the National Estuary Program (Clean Water Act Section 320). The National Estuary Program (NEP) is designed to promote collaborative watershed-based partnerships in order to develop and implement a comprehensive conservation and management plan that addresses the range of environmental problems facing the estuary, while recognizing and balancing the needs of the local community. In 1988, the State of California and the USEPA established the Santa Monica Bay Restoration Project (SMBRP) as a NEP. The SMBRP has since been reestablished as the Santa Monica Bay Restoration Commission (SMBRC). (Public Resources Code Sections 30988-30988.3.)

As a NEP, the SMBRC is charged with producing and overseeing implementation of the Santa Monica Bay Restoration Plan (Bay Plan) to serve as the blueprint for the Bay's long-term recovery. In 1995, the Santa Monica Bay Restoration Plan was approved by the State of

SANTA MONICA BAY RESTORATION GRANTS

California and the USEPA. The Bay Plan has been updated periodically and was approved in its current form in 2013. The Bay Plan includes specific goals and objectives related to water quality, natural resources and benefits to humans including, public access and education.

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12, Public Resources Code Sections 5096.300, et seq.) allocated \$25,000,000 to the Coastal Conservancy for the restoration of Santa Monica Bay in accordance with the goals and priorities of the Bay Plan. (Public Resources Code Section 5096.352(b)(1)) In accordance with Proposition 12, the SMBRC determines project eligibility and establishes grant priorities for these funds. To date, the Conservancy has awarded over \$17 million of Proposition 12 Santa Monica Bay funds for 49 projects in the Santa Monica Bay Watershed. A project solicitation was jointly announced by the SMBRC and the Conservancy in May 2018 to award the remaining balance of \$6,895,100 of Proposition 12 Santa Monica Bay funds. SMBRC and Conservancy staff participated in reviewing and ranking 15 eligible grant applications, resulting in a list of ten recommended projects for consideration. The SMBRC passed a resolution on December 13, 2018, recommending that the Conservancy fund the ten proposed projects (see Exhibit 2).

PROJECT FINANCING

Coastal Conservancy	\$6,895,100
Others (See Project Descriptions for breakdown)	\$15,994,019
Project Total	\$22,889,119

The source of Conservancy funds is an appropriation to the Conservancy from The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12, Public Resources Code Sections 5096.300, et seq.) specifically designated for the restoration of Santa Monica Bay, which allows the Conservancy to "fund grants to public entities and nonprofit organizations to implement stormwater and urban runoff pollution prevention programs, habitat restoration, and other priority actions specified in the Santa Monica Bay Restoration Plan." (Pub. Res. Code Section 5096.352).

The projects are consistent with the Santa Monica Bay Restoration Plan and have been recommended for funding by the Governing Board of the Santa Monica Bay Restoration Commission.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed projects are consistent with the Conservancy's enabling legislation, Division 21 of the Public Resources Code (PRC), specifically with Section 31117, and Chapters 5.5, 6 and 8 regarding integrated coastal and marine resources protection, resource enhancement and reservation of significant coastal resources, as described below.

SANTA MONICA BAY RESTORATION GRANTS

Consistent with PRC Section 31117, the Santa Monica Mountains Conservancy supports the Conservancy's funding for the five projects in the Santa Monica Mountains zone (see Letters of Support, Exhibit 3).

Chapter 5.5, Section 51220 (a), permits the Conservancy to provide grants to protect and improve marine and coastal water quality through coastal watershed, sediment management, and resources protection and restoration projects if the projects meet one or more of the objectives detailed in Section 31220(b). Pursuant to Sections 31220(b)(1) and (7), the Beach Cities Green Streets Project and Monteith Park and View Park Green Alley Stormwater Capture Project will reduce contamination of waters within the Santa Monica Bay and will reduce the impact of population and economic pressures on coastal and marine resources. As also required by Section 31220(a), Conservancy staff has consulted with the State Water Resources Control Board to ensure consistency with Chapter 3 of Division 20.4 of the PRC. In addition, consistent with Section 31220(c), the projects each include a monitoring component and are part of the local watershed management plan, the Beach Cities Enhanced Watershed Management Program and the Ballona Creek Enhanced Watershed Management Program, respectively.

Seven of the proposed projects are consistent with Chapter 6, Sections 31251-3127, which provides for the Conservancy's participation in a program of coastal resource enhancement:

- Topanga Lagoon Restoration Planning;
- Abalone Cove Habitat Restoration Project;
- Ballona Wetlands Community Restoration Project;
- Paramount Ranch Enhancement Project;
- California red-legged frog Reestablishment Project;
- Palos Verdes Reef Restoration Project; and
- Pure Water Demonstration.

Consistent with Section 31251, the proposed authorization would award grants to public agencies and nonprofit organizations to enhance coastal resources that have become degraded due to natural and human-induced events. These events have caused the spread of invasive exotic plants, the pollution of stormwater entering Santa Monica Bay and other adverse impacts to habitat and water quality. The proposed projects consist of corrective measures that will contribute to the enhancement of the natural and scenic character of the coastal resources and the ability of the Santa Monica Bay watershed to support the federally listed California red-legged frog, southern steelhead trout, California gnatcatcher, El Segundo blue butterfly, Palos Verdes blue butterfly, and other wildlife species.

PRC Section 31253 provides that the Conservancy "may provide up to the total cost of any coastal resource enhancement project including the state or local share of federally supported projects." Consistent with Section 31252, these seven proposed projects are consistent with their respective, certified Local Coastal Plans as requiring action to resolve existing or potential resource protection problems, as described in the Consistency with Local Coastal Program Policies and the Coastal Act section below.

Chapter 8 provides for the reservation of significant coastal resource areas. PRC Section 31350 expresses the legislature's intent to assure that significant coastal resource sites shall be reserved

for public use and enjoyment and vest in the Conservancy the authority to ensure the reservation of resource lands that would otherwise be lost to public use. The Carbon Canyon Acquisition is consistent with Section 31351 because the Conservancy is cooperating with other public agencies and nonprofit organizations to ensure the reservation of property for park, recreational and wildlife habitat purposes to meet the objectives of the Coastal Act. The proposed acquisition is consistent with the habitat and access protection policies of the Coastal Act. (See "Consistency with Local Coastal Program Policies and the Coastal Act," below).

The proposed authorization is consistent with Chapter 8, Section 31352, which states that the Conservancy may award a grant to an agency or nonprofit organization for a purpose specified in Section 31351 if (as is the case with this project) that entity would otherwise be unable, due to limited financial resources, to acquire such property. Without the proposed Conservancy funding TPL would lack the additional funding needed to acquire the Carbon Canyon parcels.

**CONSISTENCY WITH CONSERVANCY'S 2018-2022 STRATEGIC PLAN
GOAL(S) & OBJECTIVE(S):**

The ten projects proposed for funding assist the Conservancy in meeting several of its Strategic Plan Goals and Objectives. Relevant Goals and Objectives are listed below, along with the names of the proposed projects that meet each goal. Please see the "Project Summary" section, above, for how each proposed project meets the relevant goal(s) and objective(s).

Consistent with **Goal 1, Objectives A and F**, which seek to promote awareness and use of the California Coastal Trail (CCT) and ensure there is at least one sign on each segment of existing CCT, the following proposed project will contribute to this goal:

- Abalone Cove Habitat Restoration Project

Consistent with **Goal 2, Objective C**, which seeks to design facilities to increase and enhance coastal recreational opportunities and enable people to enjoy natural, cultural and historical resources, the following proposed project will contribute to this goal:

- Topanga Lagoon Restoration Planning Project

Consistent with **Goal 2, Objective G**, which seeks to acquire land to allow for the development of new coastal accessways, the following proposed project will contribute to this goal:

- Carbon Canyon Acquisition

Consistent with **Goal 4, Objective A**, which seeks to support educational programs and interpretive events that improve public understanding and promote stewardship of coastal resources, the following proposed projects will contribute to this goal:

- Abalone Cove Habitat Restoration Project
- Ballona Wetlands Community Restoration Project
- California red-legged frog Reestablishment Project

SANTA MONICA BAY RESTORATION GRANTS

Consistent with **Goal 4, Objective B**, which seeks to support the design and installation of interpretive or educational displays and exhibits related to coastal, watershed, and ocean resource education, and climate change, the following proposed projects will contribute to this goal:

- Abalone Cove Habitat Restoration Project
- Monteith Park and View Park Green Alley Stormwater Project
- Pure Water Demonstration Project

Consistent with **Goal 5, Objective A**, which seeks to protect significant coastal and watershed resource properties, the following proposed project will contribute to this goal:

- Carbon Canyon Acquisition

Consistent with **Goal 5, Objective C**, which seeks to implement projects that preserve fish and wildlife corridors between core habitat areas along the coast and from coastal to inland habitat areas, the following proposed project will contribute to this goal:

- Paramount Ranch Enhancement Project

Consistent with **Goal 6, Objective A**, which seeks to develop plans for the restoration and enhancement of coastal habitats, including coastal wetlands and intertidal areas, stream corridors, dunes, coastal terraces, coastal sage scrub, forests, and coastal prairie, the following proposed project will contribute to this goal:

- Topanga Lagoon Restoration Planning Project

Consistent with **Goal 6, Objective B**, which seeks to restore or enhance coastal habitats, including coastal wetlands and intertidal areas, stream corridors, dunes, coastal sage scrub, coastal terraces, forests, and coastal prairie, the following proposed projects will contribute to this goal:

- Abalone Cove Habitat Restoration Project
- Ballona Wetlands Community Restoration Project
- Paramount Ranch Enhancement Project
- California red-legged frog Reestablishment Project
- Palos Verdes Reef Restoration Project

Consistent with **Goal 6, Objective C**, which seeks to develop plans to preserve and enhance coastal watersheds and floodplains, including plans to improve fish passage, the following proposed project will contribute to this goal:

- Topanga Lagoon Restoration Planning Project

Consistent with **Goal 6, Objective G**, which seeks to implement projects to improve water quality to benefit coastal and ocean resources, the following proposed projects will contribute to this goal:

- Paramount Ranch Enhancement Project
- Beach Cities Green Streets Project

- Monteith Park and View Park Green Alley Stormwater Project
- Pure Water Demonstration Project

Consistent with **Goal 8, Objective B**, which seeks to plans and design adaptation projects to increase resilience to sea level rise and other climate change impacts, the following proposed projects will contribute to this goal:

- Topanga Lagoon Restoration Planning Project
- Beach Cities Green Streets Project

Consistent with **Goal 8, Objective C**, which seeks to implement projects to increase resilience to sea level rise and other climate change impacts using nature-based solutions and other multi-benefit strategies, the following proposed projects will contribute to this goal:

- Abalone Cove Habitat Restoration Project
- California red-legged frog Reestablishment Project
- Palos Verdes Reef Restoration Project
- Beach Cities Green Streets Project
- Monteith Park and View Park Green Alley Stormwater Project

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Promotion and implementation of state plans and policies:**
 - a. *California @ 50 Million: The Environmental Goals and Policy Report* (Governor's Office of Planning and Research, 2015)

The proposed projects help achieve the goals in the plan listed below.

- Build a resilient and sustainable water system, supporting integrated water management, facilitating and maximizing the use of recycled water and prioritizing watershed protection and health in ecosystem management.
- Steward and protect natural landscapes, supporting landscape-scale approaches to conservation and mitigation that account for multiple benefits, building resilience into natural systems and prioritize natural and green infrastructure solutions.
- Incorporate climate adaptation into planning and investment, prioritizing GHG emission reduction actions that provide climate resilience benefits, especially in

the natural resource sector, including water efficiency programs.

b. *Safeguarding California Plan (2018)*

The proposed projects advance the goals in the plan specifically listed below.

- Biodiversity and Habitat: B-2 Enhance habitat connectivity and protect climate refugia through strategic acquisition and protection activities; B-3 Increase restoration and enhancement activities to increase climate resiliency of natural and working lands; and B-4 Increase biodiversity monitoring efforts to better understand baseline conditions and make possible the early detection of climate impacts.
- Ocean and Coast: O-2 Design and implement nature-based projects to protect and enhance the adaptive capacity of coastal and marine ecosystems, including beaches and wetlands; and O-4 Continue to assess community and ecosystem vulnerability to climate impacts.
- Water: W-2 Support regional groundwater management for drought resiliency; W-3 Diversify local supplies and increase water conservation and use efficiency; W-5 Prepare California for hotter and drier conditions and improve water storage capacity; W-8 Utilize low-impact development and other methods in state and regional stormwater permits to restore the natural hydrograph; and W-10 Protect and restore water resources for important ecosystems.
- Parks, Recreation and California Culture: PC-3 Maximize opportunities to connect urban populations to natural spaces through urban parks, wetlands, and river parkways; PC-5 Incorporate climate change in all California State Park and conservancy planning and decision-making; and PC-6 Engage the public and foster ongoing and diverse partnerships to create a shared commitment to stewardship and to harness complementary skills, capacities, and support.

c. *California Water Action Plan*

Seven of the ten proposed projects help achieve the plan's goals below:

- Action 1: Make conservation a way of life, specifically urban water conservation including increasing the use of recycled water.
- Action 2: Increase regional self-reliance and integrated water management, notably multi-benefit solutions for ensuring sustainable water resources.
- Action 4: Protect and restore important ecosystems to assist in natural water management and improved habitat including restoring coastal watersheds and encouraging flood projects that plan for climate change and achieve multiple benefits.
- Action 6: Expand water storage capacity and improve groundwater management, such as replenishing groundwater basins by allowing water to percolate naturally or from constructed facilities to capture stormwater.
- Action 8: Increase flood protection by providing runoff capture and alleviating local flooding.

d. *California Wildlife Action plan*

Six of the ten proposed projects help achieve the plan's statewide conservation goals below:

- Goal 1 – Abundance and Richness: Maintain and increase ecosystem and native species distributions in California while sustaining and enhancing species abundance and richness.
- Goal 2 - Enhance Ecosystem Conditions: Maintain and improve ecological conditions vital for sustaining ecosystems in California.
- Goal 3 - Enhance Ecosystem Functions and Processes: Maintain and improve ecosystem functions and processes vital for sustaining ecosystems in California.

In addition, the plan identifies the Tidewater Goby, CRLF and Cactus Wren in the list of Species of Greatest Conservation Need in the South Coast Province and lists acquisition as a conservation strategy to protect vital wildlife habitat.

e. *Species Recovery Plans*

Several of the proposed projects will advance the efforts of Species Recovery Plans, including those for the El Segundo blue butterfly (Abalone Cove and Ballona Wetlands), Coastal California gnatcatcher (Abalone Cove and Ballona Wetlands), Palos Verdes blue butterfly (Abalone Cove), California red-legged frog, and the Southern Steelhead Recovery Plan. The Steelhead Recovery Plan identifies the Topanga Canyon steelhead population as a Core 1 population, the highest priority for recovery actions.

f. *Rancho Palos Verdes Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP)*

The Palos Verdes Peninsula Land Conservancy is a key partner in the Rancho Palos Verdes NCCP/HCP responsible for conservation activities including habitat restoration and monitoring. The plan describes habitat restoration as "an important component of the NCCP/HCP conservation strategy." The Abalone Cove Habitat Restoration Project will address core elements of the plan by restoring habitat within the NCCP/HCP managed area at the Reserve to uniquely support plant and animal species (i.e., California gnatcatcher, cactus wren, El Segundo blue butterfly, PV blue butterfly and CNPS 1B rare plant species) explicitly targeted for protection and recovery actions under the plan. The project will also aid in providing public access as a compatible activity to accomplish the conservation goals of the NCCP sub-area.

g. *Santa Monica Bay Restoration Plan*

The proposed projects will advance several of the water quality, natural resource and human benefits policies and goals of the Bay Plan.

4. **Support of the public:** As indicated by the support letters provided in Exhibit 3, the suite of proposed projects are supported by elected officials, public agencies, and numerous community and nonprofit organizations.
5. **Location:** All the projects are located within the Santa Monica Bay and its watershed.

6. **Need:** The Santa Monica Bay Restoration Plan identifies significant natural coastal resources that require public action to conserve, enhance and restore natural resources of statewide interest. These projects will be funded with monies appropriated to the Conservancy specifically for implementing the Bay Plan. Without this funding, the proposed projects would either not proceed or would need to be scaled back.
7. **Greater-than-local interest:** Santa Monica Bay has been identified by both the State of California and the US EPA as a coastal water body of national significance. The Santa Monica Bay watershed contains much of the remaining wetlands within Los Angeles County, a priority of the Southern California Wetlands Recovery Project.
8. **Sea level rise vulnerability:** Two of the ten projects are vulnerable to sea level rise. The Topanga Lagoon Restoration Planning will incorporate projected sea level rise into conceptual restoration designs. The Beach Cities Green Streets will attenuate impacts of sea level rise on the stormwater management system which includes tidally influenced outfalls and increase the assimilative capacity of the watershed by infiltrating stormwater. None of the other projects will be impacted by projected sea level rise.

Additional Criteria

9. **Urgency:** The remaining balance of \$6,895,100 of Prop 12 SMB funds must be encumbered by June 30, 2020, and projects must be completed by March 2022. The funds will not be reallocated, thus, approving grants at this time is necessary to allow the projects to occur with available funding.
10. **Resolution of more than one issue:** The projects will provide multiple benefits by fulfilling various habitat restoration, water quality improvement, public access and education needs throughout the Santa Monica Bay region.
11. **Leverage:** See the "Project Financing" section above.
13. **Innovation:** The proposed California Red-legged Frog Reestablishment, Palos Verdes Reef Restoration and Pure Water Demonstration projects are particularly innovative, forging new scientific techniques and water technologies to restore significant coastal resources and promote conservation that can be replicated and upscaled elsewhere.
14. **Readiness:** All ten proposed projects were recommended by the SMBRC for funding in part because they are each ready to begin immediately and to complete the project by the funding deadline in 2022.
15. **Realization of prior Conservancy goals:** The Conservancy has been involved in resource protection, enhancement and restoration projects within the Santa Monica Bay watershed for more than two decades, including projects focused on improving coastal water quality and coastal nearshore resources within the Bay. Implementation of these projects at this time will contribute to the fulfillment of long-standing Conservancy goals. The Conservancy has also been involved in enhancement and restoration planning for the Malibu Creek, Ballona Creek and Topanga Creek watersheds for the past several years.
17. **Cooperation:** The Santa Monica Bay Restoration Project is a cooperative venture involving a broad range of interested and affected stakeholders including private industry, citizens, environmental groups, and local, regional, state and federal agencies. In addition, many of

the proposed projects rely on partnerships and close coordination with other agencies and organizations.

- 18. Vulnerability from climate change impacts other than sea level rise:** The proposed projects have taken vulnerabilities from climate change impacts, other than sea level rise, into consideration. Restoring habitat will attenuate impacts of warmer temperatures on wildlife and provide linkages for species movement in response to climate change. Establishing self-sustaining populations of CRLF will help the species survive the warmer temperatures, flashy rain events and increased frequency of wildfire. The projects involving stormwater infiltration and water reuse increase resiliency to drought.
- 19. Minimization of greenhouse gas emissions:** The proposed projects will minimize GHGs by various means, including but not limited to, acquisition of land will eliminate the potential for residential development on the site and its associated emissions generated by site preparation, construction and use; planting of new vegetation will reduce GHGs directly through carbon sequestration; and construction of a water reuse facility will decrease reliance on imported water thereby reducing GHGs created by water transport.

**CONSISTENCY WITH LOCAL COASTAL PROGRAM OR
COASTAL ACT POLICIES:**

The Carbon Canyon Acquisition, Topanga Lagoon Restoration Planning, Paramount Ranch Enhancement, California Red-legged Frog Reestablishment, and Pure Water Demonstration projects are all located within the Santa Monica Mountains area in the coastal zone. The projects are consistent with conservation and open space and public facilities policies of the Los Angeles County Santa Monica Mountains Local Coastal Program (LCP), as described below.

The proposed projects are consistent with Water Quality Goal CO-1, which seeks to maintain and restore biological productivity and coastal water quality appropriate to maintain optimum populations of marine and freshwater organisms and to protect human health. The projects are consistent specifically with policies CO-3 seeking to reduce runoff and erosion associated with development; CO-5 seeking to infiltrate development runoff onsite to preserve or restore the natural hydrologic cycle; CO-6 requiring development to protect the absorption, purification, and retention functions of natural drainage systems; CO-7 seeking to protect water quality by limiting maximum potential buildout in sensitive watersheds; and CO-21 requiring natural vegetation buffer areas that protect riparian habitats to be maintained.

The proposed project are also consistent with Biological Resource Goal CO-2, which provides for the protection of Sensitive Environmental Resource Areas (SERAs), and specifically with the following policies: CO-41 restricting new non-resource-dependent development in the most SERAs to protect from disruption of habitat values; CO-42 allowing only resource-dependent uses in SERAs, sited and designed to avoid significant disruption of habitat values; CO-44 requiring new development to be sited in a manner that avoids the most biologically-sensitive habitat onsite; CO-45 seeking to preserve, protect, and enhance habitat linkages through limitations in the type and intensity of development and preservation of riparian corridors; and CO-48 permitting new and replacement infrastructure provided that it is designed to avoid and, if infeasible, minimize adverse impacts to environmental and scenic resources.

The projects also support Recreation and Trails Goal CO-6, which seeks to provide maximum public access and recreational opportunities for all people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resources from overuse. The project are consistent with policies CO-164 seeking to encourage opportunities for recreation throughout the LCP area when consistent with environmental values and protection of natural resources, and CO-179 seeking to protect and, where possible, enhance recreation and access opportunities at existing public beaches and parks as an important coastal resource.

The Carbon Canyon Acquisition is consistent with open space policies CO-121 seeking to pursue a variety of methods to preserve open space, including fee-simple acquisition. It is also consistent with CO-123 which prioritizes acquisitions of lands that contain unique ecological features; protect undeveloped streams, watersheds, woodlands, and grasslands; prevent vegetation clearance or grading of steep areas; help reduce development-induced runoff; and protect existing and approved recreation areas. In addition, the acquisition is consistent with scenic resource policies CO-124 seeking to protect and, where feasible, enhance the scenic, and visual qualities of the Santa Monica Mountains contain scenic resources, and CO-125 seeking to protect public views within Scenic Areas and throughout the Coastal Zone.

The Pure Water Demonstration Project is consistent with public facilities policies: PF-3 which seeks to reduce potable water consumption and the need for new water supplies through required and active water conservation programs. Policy PF-6 seeks to maximize use of recycled water and thereby reduce the need for exploiting domestic water supplies when potable water is not required.

The Abalone Cove Habitat Restoration Project is located in the Rancho Palos Verdes LCP area of the coastal zone. The project is consistent with the Rancho Palos Verdes Coastal Plan's Urban Environment (UE) and Natural Environment (NE) Policies which promote public access to the coast and habitat enhancement and protection. Specifically, the project is consistent with NE Policy #9 as it will revegetate with native plant materials where removal of non-native vegetation will occur and NE Policy #20 as it is a restoration effort designed to enhance the coastal environment.

No LCP has ever been completed for the lower Ballona Creek watershed area, therefore, the Ballona Wetlands Community Restoration Project will be analyzed for consistency with Coastal Act policies. The proposed project is consistent with the policies related to environmentally sensitive resources. Section 30230 states that marine resources shall be maintained, enhanced, and where feasible, restored. Section 30231 states that the biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored. In addition, Section 30240 states that environmentally sensitive habitat areas must be protected against the disruption of habitat values. The project is consistent with these policies as it will restore and enhance degraded habitat in the Ballona Wetlands Ecological Reserve.

The Palos Verdes Reef Restoration is located seaward of the mean high tide line and, therefore, lies in the Coastal Commission's retained jurisdiction so this project will be analyzed for consistency with Coastal Act Policies. The proposed project is consistent with the Section 30210, which states that "recreational opportunities shall be provided for all the people consistent with the public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse." The restored reef will provide new public recreational diving and fishing opportunities. The proposed project is also consistent with the policies related to the marine environment. Section 30230 states that marine resources shall be maintained, enhanced, and where feasible, restored. Section 30231 states that the biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored. In addition, Section 30233 states that the diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:...(6) restoration purposes; and (7) nature study, aquaculture, or similar resource dependent activities. Further, Section 30234.5 provides protection for the economic, commercial, and recreational importance of fishing activities. The proposed project will restore 69 acres of rocky reef/kelp bed habitat which will support numerous reef fishes and invertebrates, including the protected pink, green and pinto abalone (*Haliotis corrugata*, *H. fulgens* and *H. katschakana*, respectively), the endangered White Abalone (*H. sorenseni*), and the protected Giant Sea Bass (*Stereolepis gigas*).

CEQA COMPLIANCE:

Carbon Canyon Acquisition

The proposed acquisition is categorically exempt from the California Environmental Quality Act (CEQA) under California Code of Regulations (CCR) Title 14, Section 15325 in that the acquisition constitutes a transfer of ownership to preserve open space and habitat. The proposed project also is exempt under Section 15313, which exempts the acquisition of lands for fish and wildlife conservation purposes.

Staff will file a Notice of Exemption upon approval of the project.

Topanga Lagoon Restoration Planning

The proposed project is statutorily exempt from review under CEQA pursuant to 14 CCR Section 15262, which exempts planning and feasibility studies for possible future actions which have not been approved, adopted or funded. The project involves only the development of conceptual site designs for possible future actions that the Conservancy has not approved, adopted, or funded.

Staff will file a Notice of Exemption upon approval of the project.

Abalone Cove Habitat Restoration

The proposed project is categorically exempt from review under CEQA pursuant to 14 CCR Section 15304, regarding minor public or private alterations to the condition of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees. The project will involve the removal of invasive nonnative plants and the planting of native plants and placement of signs with no land alteration, no removal of mature, scenic trees and no alteration of any existing facilities.

Staff will file a Notice of Exemption upon approval of the project.

Ballona Wetlands Community Restoration

The proposed project is categorically exempt from CEQA review pursuant to 14 CCR Section 15333 as a small habitat restoration project of less than five acres that assures the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife. The proposed project will restore two acres of habitat, and with the exception of spot removal of invasive plants by hand-pulling, no work will occur during the summer avian breeding season to avoid any potential impacts. There will be no significant adverse impact on endangered, rare or threatened species or their habitat; there are no hazardous materials at or around the project site that may be disturbed or removed; and the project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

Staff will file a Notice of Exemption upon approval of the project.

Paramount Ranch Enhancement

The proposed project consists of installation of bioswales and berms along the edge of an existing parking area; minor grading in an area with existing buildings and a parking lot to reduce flooding impacts; installation of rain gutters and underground cisterns to capture, store and reuse rain water; recontouring the banks and planting of new native plants along a creek channel; and installation of a pedestrian/equestrian free span bridge across a stream channel. The proposed minor grading, and installation of bioswales, berms, and water capture equipment is categorically exempt under Section 15304 which allows minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees, and Section 15301, which allows the operation, repair, maintenance, and minor alteration of existing public facilities, or topographical features, involving negligible or no expansion of use including maintenance wildlife habitat areas and stream channels to protect fish and wildlife resources.

The work to restore the degraded stream banks and riparian habitat and placement of a free span bridge are exempt under Section 15333, which allows small restoration projects less than five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife, and Section 15303, which allows the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only

minor modifications are made in the exterior of the structure. The free span bridge is estimated to be 1370 square feet and construction will not occur in an environmentally sensitive area.

Staff will file a Notice of Exemption upon approval of the project.

California Red-legged Frog Reestablishment

The proposed frog reestablishment project involves survey work to assess and monitor habitat conditions and frog population success. Portions of the project are categorically exempt under CEQA Guidelines Section 15306 as they involve information collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. In addition, where fire damage has impacted frog habitat, restoration work including removal of debris, pool creation and riparian vegetation planting to provide suitable conditions may occur prior to translocation of frog egg masses. This work is exempt under Section 15304(d) which allows minor alterations in land, water, and vegetation in designated wildlife management areas which result in improvement of habitat for wildlife resources.

Staff will file a Notice of Exemption upon approval of the project.

Palos Verdes Reef Restoration

The activities to be undertaken to restore rocky reef/ kelp bed habitat on the Palos Verdes Peninsula are addressed in the *Environmental Assessment Palos Verdes Reef Restoration Project* dated February 21, 2017 (EA) prepared by the National Oceanic and Atmospheric Administration (NOAA) pursuant to the National Environmental Policy Act (NEPA) (42 U.S.C. Section 4321 *et seq.*). The EA includes, as Appendix C, an Initial Study prepared by the California State Lands Commission (CSLC) pursuant to CEQA. In accordance with CEQA, on February 27, 2018, the CSLC adopted the EA as a Negative Declaration (ND) and authorized a lease of state lands for the project. A copy of the EA/ND can be found in Exhibit 4.

The EA/ND analyzes the potential impacts of the project and concludes that there is no substantial evidence, that the project may have a significant effect on the environment. The project will place 70,300 tons of quarried rock on 40 acres of sandy ocean bottom within a 69-acre site. The project design includes protection of biological resources. The majority of the site, 60 acres, is degraded soft-bottom habitat. Placement of rock in the areas of soft-bottom substrate will be carried out in a slow (one acre per day), localized manner that will enable aquatic species to move away prior to placement of the rock. The more sensitive areas of the project site are the 9 acres of hard-bottom habitat that can be considered biologically important. To protect the hard-bottom habitat, no rock will be placed on hard-bottom habitat and no anchoring will occur in areas of hard substrate.

Conservancy staff has independently reviewed the EA/ND, and the comments received in response thereto, pursuant to its responsibilities under 14 CCR Section 15091, and concurs in the CSLC's findings. Staff recommends that the Conservancy, as a responsible agency, find that there is no substantial evidence that the project will have a significant effect on the environment.

Upon approval, staff will file a Notice of Determination for the project.

**Beach Cities Green Streets and
Monteith Park and View Park Green Alley Stormwater Capture**

The proposed Beach Cities Green Streets Project and the Monteith Park and View Park Green Alley Stormwater Capture Project are part of the Beach Cities Enhanced Watershed Management Plan (EWMP) and Ballona Creek EWMP, respectively. The Beach Cities and Ballona Creek EWMPs were considered along with ten other EWMPs in the *Los Angeles County Flood Control District Enhanced Watershed Management Programs Program Environmental Impact Report* (PEIR), which was certified by the Los Angeles County Flood Control District (LAFCD) on May 26, 2015. The PEIR and associated Mitigation, Monitoring and Reporting Program, Statement of Overriding Considerations, Findings of Fact, and NOD are available at <https://dpw.lacounty.gov/lacfd/ewmppeir/index.cfm>.

The PEIR described the EWMPs, assessed the potential environmental impacts associated with the implementation of specific categories of improvements proposed in the EWMPs and identified mitigation measures that would avoid or reduce these impacts to a less than significant level, where feasible.

The PEIR analyzes the potential effects of implementing the 12 EWMPs throughout the Los Angeles region, rather than the impacts of a single stormwater management project. The PEIR identifies mitigation measures that will be applied to reduce or avoid potential significant impacts. Responsible agencies may use the PEIR as a basis for “tiered” CEQA review and approval of individual projects under the EWMPs, including the Beach Cities Green Streets and Monteith Park and View Park Green Alley Stormwater Capture projects proposed by this staff recommendation.

A subsequent activity that follows under a programmatic environmental impact report must be examined in the light of that programmatic report to determine whether an additional environmental document must be prepared. If the agency proposing the later activity finds that the environmental impacts of the later activity and the required mitigation to reduce those impacts were already identified and considered under the programmatic environmental report, the activity can be approved with no further environmental documentation. (14 CCR Section 15168(c)). A written checklist can be used to document the evaluation of the activity to determine whether the environmental effects of that activity were covered in the programmatic environmental impact report (*Id.*).

The Conservancy has prepared a checklist (attached as Exhibit 6) for each of the two proposed projects, identifying the proposed project activities, assessing the potential impacts of the projects, identifying the required mitigation identified by the PEIR and determining if the proposed projects will involve any unavoidable impacts or additional impacts or more severe impacts than were identified by the PEIR and if any additional mitigation measures are needed to avoid or reduce those impacts. Based on this analysis, Conservancy staff has concluded that the PEIR fully considered the impacts associated with the proposed projects and that there are no unavoidable impacts, no new impacts or more severe impacts and that there are no additional

mitigation measures required. Conservancy staff recommends that the Conservancy adopt a finding to that effect.

Staff will file a Notice of Determination for each project upon approval.

Pure Water Demonstration

The proposed project is categorically exempt from review under the CEQA pursuant to 14 CCR Section 15301. Section 15301 exempts repair, maintenance and minor alteration of existing public or private structures, facilities and topographical features involving negligible or no expansion of use, including existing facilities of utilities used to provide public utility services, such as a water district facility. This project consists of minor alteration of an existing facility to accommodate new water treatment equipment and informational signage and exhibits for visitor tours and new landscaping to enhance a demonstration garden. As such, the project will alter an existing water utility facility with negligible or no expansion of use.

Staff will file a Notice of Exemption upon approval of the project.

EXHIBIT C

PROPOSITION 12 PARK BOND SIGN GUIDELINES

Authority

All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000" (2000 Parks Bond) must include a posted sign acknowledging the source of the funds following guidelines developed by the State of California Resources Agency.

Purpose

Installation of signs at all project sites is required to acknowledge the public's support of the 2000 Parks Bond and promote the benefits provided by Bond fund assistance.

Types of Signs

1) Signs Posted Upon Completion (required for all projects)

All grantees are required to post a sign at the project site. The sign must be available for the final inspection of the project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

2) Sign posted during construction (required for specific situations)

For projects funded with 2000 Parks Bond funds in excess of \$750,000 and/or those projects in areas of high visibility (such as near a major thoroughfare), a sign is required during construction.

Recommended minimum size of sign: 4.5 feet x 7.5 feet

Language for Signs

All signs will contain the minimum language below:

(Description of Project)

Another Project to Improve California Parks (coast, trails, urban parks, watersheds, etc) ***funded by the 2000 Parks Bond*** (in large font)

Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act).

Director of State Department

Wade Crowfoot, Secretary for Resources

Gavin Newsom, Governor

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Universal Logo

All signs will contain a universal logo (a copy is included) that will be equated with the 2000 Parks and Water Bond Acts statewide. The logo will be on a template, available through the Internet at www.resources.ca.gov/bond/. Your project officer/grants administrator can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

Project signs must be in place for a lengthy period of time, preferably for a minimum of two years for all projects and four years for projects over \$750,000.

Sign Cost

The cost of the sign(s) is an eligible project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on structures etc.

Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the Project Officer/Grants Administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond project.

Exclusions

Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions

The grantee should consult with the Project Officer/Grants Administrator to resolve any sign issues.

EXHIBIT F
SAFE CLEAN WATER REGIONAL PROJECT TRANSFER AGREEMENT

**THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of Torrance
AGREEMENT NO. 2023RPSSMB04
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of 08/19/2024 | 09:26 PDT ~~Use Only~~ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of Torrance for Beach Cities Green Streets Project, hereinafter referred to as "Recipient".

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

"Days" means calendar days unless otherwise expressly indicated.

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

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

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

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

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

C2024-068

Los Angeles County Flood Control District		Recipient:	
Name:	Melanie Hu	Name:	James Flannigan
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	20500 Madrona Ave. Torrance, CA 90503
Phone:	(626) 300-2380	Phone:	310.618.3058
Email:	MeHu@dpw.lacounty.gov	Email:	JFlannigan@TorranceCA.Gov

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 23-24 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 23-24 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.

South Santa Monica Bay

City of Torrance

Beach Cities Green Streets Project

By: 
12DA0C416B4F42A...
Name: Craig Bilezerian
Title: Public works Director
Date: 05/13/2024 | 09:26 PDT

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By:  _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: 8/19/2024

EXHIBIT A – SCOPE OF WORK**A-1. Budget Plan**

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

A-2. Consistent with SCW Program Goals

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

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

A-3. Estimated Reasonable Total Activity Cost

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

A-4. Funded Activity Description and Scope of Work

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

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

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

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

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

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

A-6. Post-Construction Monitoring

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

A-7. Sustainability Rating

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

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

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

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

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

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

A-9. Tracking Infrastructure Program Project Benefits

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

A-10. Work Schedule and Completion Date

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

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

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

B-2. Acknowledgement of Credit and Signage

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

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

B-3. Acquisition of Real Property – Covenant

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

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

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

B-5. Assignment

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

B-6. Audit and Recordkeeping

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

from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
Projected End Date	Audit Report Due to District	SIP Fiscal Year	Audit Period	Audit Report Due to District
1/15/2025	No later than 10/31/2025	2023-24	7/1/2023 to 6/30/2026	No later than 3/31/2027

- 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.
- 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.

- The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
- 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/OLSR/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag_JumpTo

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

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

B-14. Default Provisions

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

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

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

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

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

B-15. Disputes

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

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

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

B-16. Final Inspection and Certification of Registered Professional

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

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

B-17. Force Majeure.

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

B-18. Funded Activity Access

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

B-19. Funding Considerations and Exclusions

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

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

B-20. Indemnification

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

B-21. Independent Actor

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

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

B-22. Integration

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

B-23. Lapsed Funds

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

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2023–24	6/30/2029	No later than 3/31/2029	No later than 6/30/2030

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:

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

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 of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion

of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

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

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

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

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

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

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

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ____.
2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.
3. The District shall disburse the SCW Program Contribution for the ____ Fiscal Year as described in the Budget Plan within ____ days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

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

(Recipient):

By: _____

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

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

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

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

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

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

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	Preservation of native vegetation Minimal negative impact to existing drainage system	Preservation of native vegetation Installation of new feature(s) to improve existing drainage system	Creation of open green space Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted No potable water used to sustain the wetland 	<ul style="list-style-type: none"> Full restoration of existing riparian habitat and wetlands Planting of native vegetation - between 16 and 30 different native plant species newly planted No potable water used to sustain the wetland 	<ul style="list-style-type: none"> Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation - greater than 31 native plant species newly planted No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F -- OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

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

1. Litter Control

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

2. Vegetation Maintenance

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

3. Wildlife Management

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

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes

- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

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

7. Ongoing Monitoring Activities

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

8. Vector and Nuisance Insect Control

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

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