

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

December 06, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

54 December 6, 2022

CELIA ZAVALA EXECUTIVE OFFICER

CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT
UNINCORPORATED LOS ANGELES COUNTY
CERTIFY THE ADDENDUM TO THE ADOPTED FINAL
PROGRAM ENVIRONMENTAL IMPACT REPORT
APPROVE CAPITAL PROJECT, APPROVE APPROPRIATION ADJUSTMENT
AND PROJECT BUDGET
DELEGATE AUTHORITY TO ADOPT, ADVERTISE,
AND AWARD CAPITAL PROJECT NO. 69841
(SUPERVISORIAL DISTRICT 2)
(3-VOTES)

### **SUBJECT**

Public Works is seeking Board approval of the proposed Alondra Park Multi-Benefit Stormwater Capture Project, formerly known as the Alondra Park Stormwater Capture Pilot Project, delegate authority to adopt the plans and specifications, and procure and execute a construction contract for the proposed project located in the unincorporated Los Angeles County.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Certify that the Addendum to the previously certified Final Program Environmental Impact Report for the Los Angeles County Flood Control District Enhanced Watershed Management Programs has been completed in compliance with the California Environmental Quality Act and reflects the independent judgement and analysis of the County, as the lead agency; find that the Board has reviewed and considered the information contained within the Addendum, with the together previously certified Final Program Environmental Impact Report; and approve the Addendum for the proposed project.
- 2. Approve the Alondra Park Multi-Benefit Stormwater Capture Project, Capital Project No. 69841, and the total proposed project budget of \$60,322,000.
- 3. Approve the appropriation adjustment to transfer \$752,000 from the Unincorporated Area Stormwater Quality Improvements, Capital Project No. 87195, to the Alondra Park Multi-Benefit Stormwater Capture Project, Capital Project No. 69841, to fully fund the proposed project.
- 4. Find pursuant to State Public Contract Code Section 3400 that the product items may be designated by specific brand name in order to match other products in use on a particular public improvement, either completed or in the course of completion, for the Alondra Park Multi-Benefit Stormwater Capture Project.
- 5. Delegate authority to the Director of Public Works or his designee to adopt the plans and specifications for the Alondra Park Multi-Benefit Stormwater Capture Project.
- 6. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.
- 7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award.
- 8. Delegate authority to the Director of Public Works or his designee to award and execute the construction contract in the form previously approved by County Counsel to the apparent lowest responsive and responsible bidder if it can be awarded within the approved total budget; to establish the effective date of the contract upon receipt by Public Works of acceptable performance and payment bonds and evidence of required contractor insurance; and to take all other actions necessary and appropriate to deliver the project.
- 9. Delegate authority to the Director of Public Works or his designee to undertake all actions to carry out the construction of the Alondra Park Multi-Benefit Stormwater Capture Project, including any amendments, extensions of time, and minor changes in the project scope.
- 10. Delegate authority to the Director of Public Works or his designee to approve and execute individual change orders up to a value of \$400,000 each without the need for further Board approval.

- 11. Delegate authority to the Director of Public Works or his designee to execute a Build Over Agreement with the Los Angeles County Sanitation Districts containing standard provisions required by Los Angeles County Sanitation Districts to allow the construction of the Alondra Park Multi-Benefit Stormwater Capture Project to encroach over a permanent easement held by Los Angeles County Sanitation Districts for sanitary sewer purposes.
- 12. Delegate authority to the Director of Public Works or his designee, on behalf of the County of Los Angeles, to enter into Partnership Agreement with the Cities of El Segundo, Hawthorne, Lawndale, Manhattan Beach, and Redondo Beach related to the planning, design, construction, operations, and maintenance costs of the Alondra Park Multi-Benefit Stormwater Capture Project.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will approve an Addendum to a previously certified Final Program Environmental Impact Report and allow Public Works to execute a Build Over Agreement with the Los Angeles County Sanitation Districts (LACSD), enter into a partnership agreement with the Cities of El Segundo, Hawthorne, Lawndale, Manhattan Beach, and Redondo Beach to construct a stormwater capture system with recreational and aesthetic improvements at Alondra Park, in substantially the same form as Enclosure A, and designate products for use on the project by specific brand name as listed in Enclosure B.

Project Description and Background

The proposed project is located at Alondra Park (3850 Manhattan Beach Boulevard, Lawndale, CA 90260) in the unincorporated area of El Camino Village in Los Angeles County. The proposed project will be constructed within the northwest corner of Alondra Park located at the intersection of Manhattan Beach Boulevard and Prairie Avenue.

The proposed improvements at the park will construct underground storage galleries below Alondra Park to capture urban and stormwater runoff from a 4,945-acre drainage area. The proposed project will have the capacity to capture 40 acre-feet of stormwater and urban runoff into underground storage with options to divert for sanitary sewer treatment or treat and release back into Dominguez Channel.

The proposed project will also include aboveground park improvements, including drought tolerant landscaping, low-impact development features, educational signage, permeable parking pavers, new softball/baseball fields, field lighting improvements, multiuse turf, and walking paths.

The proposed project will improve stormwater quality by preventing stormwater pollutants from ultimately discharging into the Dominguez Channel and assist the County toward compliance with its stormwater permit requirements. The project will also restore and enhance existing park amenities and provide educational and outreach opportunities.

Delegating to the Director of Public Works the authority to adopt the plans and specifications will allow Public Works to deliver the project in an expedited manner as soon as the request for proposal documents are finalized. By doing so, the project will be better able to meet the California Department of Transportation's (Caltrans) funding requirements and deadlines.

Plan check is anticipated to be completed December 2022. Construction is anticipated to start in summer 2023 and be completed in summer 2025.

**Project Partnerships** 

A partnership agreement for the project has been drafted to outline each partners' roles and obligations pertaining to the project. The agreement lays out partner responsibilities, financial obligations, and commitment to enter into a separate agreement to fund the operations and maintenance of the project once constructed. Project partners include the Cities of El Segundo, Hawthorne, Lawndale, Manhattan Beach, and Redondo Beach. The agreement identifies each city's funding contribution from the Safe Clean Water Regional Program (South Santa Monica Bay Watershed Area) associated to the planning, design, and construction costs of the project. In addition, the Cities of Hawthorne and Redondo Beach will contribute up to \$1,000,000 and \$500,000, respectively, from its Safe Clean Water Municipal Program for project construction costs. The agreement is expected to be finalized and signed by all parties later this year.

Each project partner will receive stormwater capture credit to help with their compliance efforts towards their corresponding stormwater permit. All project partners will contribute funds towards the operations and maintenance of the proposed project for its useful life. The estimated total cost for operations and maintenance is \$500,000 per year.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles; and Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies. The recommended actions are consistent with the County's mission to provide essential services and improve the quality of life for residents by enhancing recreational opportunities and providing environmentally sustainable practices by reducing stormwater pollution.

### FISCAL IMPACT/FINANCING

The total estimated project cost for the proposed Alondra Park Multi-Benefit Stormwater Capture Project is \$60,322,000, which includes plans and specifications, jurisdictional approvals, construction, change orders, consultant services, miscellaneous expenditures, and County services.

The current project budget of \$60,322,000 is funded by the Caltrans Cooperative Implementation Agreement in the amount of \$15,000,000 (\$9,700,000 has been reimbursed by Caltrans and \$5,300,000 was approved in the Fiscal Year 2022-23 Supplemental Budget); Safe Clean Water Regional Program in the amount of \$20,000,000 (\$10,000,000 approved in the Fiscal Year 2022-23 Supplemental Budget and \$10,000,000 to be received upon California Environmental Quality Act (CEQA) approval); Safe Clean Water Municipal Program County Unincorporated Area Fund (CM1) in the amount of \$5,600,000; the State of California Proposition 1 in the amount of \$2,101,061; net County cost allocated for Unincorporated Area Stormwater Quality Improvement in the amount of \$15,368,939; the City of Hawthorne in the amount of \$1,000,000; and the City of Redondo Beach in the amount of \$500,000. Approval of the appropriation adjustment (see Enclosure C) will transfer \$752,000 from the Unincorporated Area Stormwater Quality Improvements, Capital Project No. 87195, to the Alondra Park Multi-Benefit Stormwater Capture Project, Capital Project No. 69841, to fully fund the proposed project.

**Operating Budget Impact** 

The Department of Parks and Recreation will be responsible for operation and maintenance of the recreational amenities within the park including, but not limited to, the landscaping, irrigation, bioswales, and ball fields. The Department of Parks Recreation will submit to the Chief Executive Office a funding request for one-time and ongoing costs through the budget process.

Public Works will be responsible for operation and maintenance of the stormwater facilities within in the park, Los Angeles County Flood Control District right of way, and public right of way, which includes the diversion structure, storage galleries, storm drainpipes, pretreatment system, manholes, and water-quality monitoring equipment. Public Works will work with the project partners, except Caltrans, to enter into a separate agreement related to operations and maintenance costs of the stormwater facilities for the project's useful life. Public Works will work with the Chief Executive Office to determine the appropriate level of funding and, if necessary, will request additional ongoing funds in a future budget request.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The project will be advertised in accordance with Section 20125 of the California Public Contract Code. The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract and the consultant services agreement will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

The plans and specifications, including the contractual provisions and material requirements necessary for the project, will be on file with Public Works' Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

The California Public Contract Code Section 3400 allows a product to be designated by specific brand name for any of the following purposes: to determine the product's suitability for future use, to match other products in use on a completed public improvement, to obtain a necessary item that is only available from one source, or to respond to an emergency declared by the State or local agency.

Enclosure B details items designated by specific brand name that are referenced in the project plans and specifications and purposes in accordance with California Public Contract Code Section 3400. The Notice of Inviting Bids includes language describing this finding.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and amended on August 4, 2020, the proposed project includes a contribution of one percent of eligible design and aboveground construction costs in the amount of \$85,000 to be allocated to the Civic Art Fund.

State Senate Bill 1473 (2020) included changes to Public Contract Code Section 20124, allowing the Board to delegate approval of plans and specifications to the Director of Public Works on a project-by-project basis. This became effective on January 1, 2021. By delegating approval of plans and specifications, Public Works will be able to expedite the project schedule and will be better able to meet Caltrans' funding requirements and deadlines.

State Assembly Bill 712 (2021) included changes to Public Contract Code Section 20142, which became effective on January 1, 2022. These changes allow the Board to delegate additional change order authority to the Director of Public Works on a project-by-project basis for contracts whose original cost exceeds \$25,000,000 provided the added cost of such change orders are within the approved total budget. Pursuant to this code revision, the Board may delegate authority to the Director of Public Works or his designee to approve change orders up to a value of \$400,000 per change order, rather than the previous limit of \$210,000 per change order. By allowing change orders up to \$400,000 per change order, Public Works will be able to expedite unexpected change orders exceeding \$210,000 and will be better able to meet Caltrans' funding requirements and deadlines.

An existing sanitary sewer easement, dedicated to and held by LACSD, meanders through the park site between the two proposed underground galleries. The proposed project requires new storm drainpipe and utility lines to be built across an existing 24-inch sewer trunk line located within this easement. A standard Build-Over Agreement between LACSD and Public Works must be executed before work within the easement can proceed.

Pursuant to Los Angeles County Code, Section 2.18.070, the Director of Public Works will maintain, as a public record, documentation of staff recommendations and support materials for all delegated actions. Reports listing all delegated actions will be submitted to the Board of Supervisors on a quarterly basis.

### **ENVIRONMENTAL DOCUMENTATION**

On May 26, 2015, the Board, acting as the governing board of the District, certified the Final Program Environmental Impact Report (PEIR) for the Enhanced Watershed Management Plan (State Clearinghouse No. 2014081106) pursuant to the CEQA. The PEIR analyzed the general effects due to the proposed structural and nonstructural best management practices identified in the Enhanced Watershed Management Plans.

The addendum to the previously certified PEIR was completed for the Alondra Park Multi Benefit Stormwater Capture Project in compliance with the CEQA and reflects the independent judgment and analysis of the County as the lead agency. The proposed project to construct underground storage galleries to capture urban and stormwater runoff, as well as aboveground park improvements as described above, would be within the assumptions for construction and operation analyzed in the 2015 Final PEIR. The proposed project has been reviewed by the County pursuant to Sections 15162, 15163, and 15164 of the CEQA Guidelines. As the CEQA lead agency, the County has determined that none of the conditions in the CEQA Guidelines Sections 15162, 15163, and 15164 would require preparation of a subsequent or supplemental Environmental Impact Report application and that an Addendum to the certified Final PEIR is the appropriate environmental documentation under CEQA for the proposed project. The Mitigation Monitoring and Reporting Program adopted with the 2015 PEIR would continue to apply to the proposed project to ensure all impacts remain less than significant.

There are no changes to the project or to the circumstances under which the project is undertaken that require further review under the CEQA.

Upon the Board's approval of the project, Public Works, on behalf of the County, will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the California Public Resources Code. The required fee, if any, to the California Department of Fish and Wildlife was paid for by the previously certified Environmental Impact Report.

The Addendum and PEIR are publicly available online and can be viewed at pw.lacounty.gov/WMD/STWQ/AlondraPark.aspx. The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter can be viewed online at https://pw.lacounty.gov/lacfcd/ewmppeir/ or in person at Public Works Project Management Division III.

### **CONTRACTING PROCESS**

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Public Works Business Opportunities" websites for open bids.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction of the proposed improvements, the northwest portion of Alondra Park will be secured with construction fencing and closed to the public. All park facilities, with the exception of the northwestern parking lot along Prairie Avenue, the western parking lot on Manhattan Beach Boulevard, the baseball fields, restroom adjacent to the parking lot on Prairie Avenue, and adjacent areas, will remain open and available for park users. Temporary lane and sidewalk closures will occur along Prairie Avenue and Manhattan Beach Boulevard. These closures will temporarily reduce the capacity of roadways and could result in some traffic delays; however, the effects would be short term. Public Works will monitor the traffic and take any necessary actions to alleviate the traffic delays. There will be no significant impact on current County services or projects during the performance of the proposed activities.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division III.

Respectfully submitted,

Me Helli

MARK PESTRELLA, PE

Director

MP:RLG:ja

**Enclosures** 

c: Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Department of Parks and Recreation

Department of Public Social Services (GAIN/GROW Program)

# PARTNERSHIP AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES, CITY OF EL SEGUNDO, CITY OF HAWTHORNE, CITY OF LAWNDALE, CITY OF MANHATTAN BEACH, AND CITY OF REDONDO BEACH FOR ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT

This PARTNERSHIP AGREEMENT (AGREEMENT) is made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, City of El Segundo (EL SEGUNDO), City of Hawthorne (HAWTHORNE), City of Lawndale (LAWNDALE), City of Manhattan Beach (MANHANTTAN BEACH), and City of Redondo Beach (REDONDO BEACH), all municipal corporations in the County of Los Angeles (CITIES). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

### **WITNESSETH**

WHEREAS, effective December 28, 2012, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit or Permit); and

WHEREAS, the MS4 Permit requires the COUNTY, the Los Angeles County Flood Control District, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the requirements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with requirements pertaining to the Dominguez Channel Watershed Management Area; and

WHEREAS, the PARTIES who are members of the Dominguez Channel Watershed Management Area Group (DCWMG) have jointly prepared an Enhanced Watershed Management Program (EWMP) plan as required by the MS4 Permit; and

WHEREAS, the DCWMG EWMP plan identified a suite of institutional and structural control measures, including multi-benefit regional projects to address the PARTIES' compliance; and

WHEREAS, the PARTIES propose to improve the water quality of stormwater and urban runoff form their respective land areas; and

WHEREAS, the COUNTY proposes to design, construct, operate and maintain the Alondra Park Multi-Benefit Stormwater Capture Project (hereinafter referred to as PROJECT),

WHEREAS, the PROJECT is in the Dominguez Channel Watershed, and is identified in the DCWMG EWMP plan; and

WHEREAS, effective September 11, 2021, the REGIONAL BOARD issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (Current MS4 Permit or Permit); and

WHEREAS, the DCWMG prepared and submitted a revised WMP to the REGIONAL BOARD; and

WHEREAS, the PROJECT is identified in the DCWMG revised WMP plan; and

WHEREAS, the PROJECT is anticipated to include below ground elements such as stormwater diversion structures, stormwater pretreatment systems, underground storage system, stormwater treatment system, and connection to sanitary sewer line (hereinafter referred to as WATER QUALITY IMPROVEMENTS), and above ground improvements and recreational elements such as drought tolerant landscaping, restored baseball fields, soccer field, multi-purpose field, and interpretive signage;

WHEREAS, the PROJECT will be designed to provide treatment of 40 acre-feet of runoff volume through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, of the 40 acre-feet (AF) of runoff volume captured by the PROJECT, the County will be credited 2.00 AF for PROJECT management and administration, which is five (5) percent of the runoff volume captured by the PROJECT; and

WHEREAS, 8.31 AF will be credited to the California Department of Transportation (CALTRANS) through a separate agreement with the County for their contribution of \$15,000,000 to the PROJECT; and

WHEREAS, the remaining volume capture will be credited to the PARTIES as shown in Tables 1-3 of Exhibit A, and

WHEREAS, the estimated cost of the PROJECT is sixty million three hundred twenty-two thousand dollars (\$60,322,000); and

WHEREAS, the COUNTY has received a total of thirty-two million one hundred one thousand sixty-one dollars (\$32,101,061) of grant funding towards funding the PROJECT through two grants. Thirty million dollars (\$30,000,000) of the grant funding is from the Safe Clean Water (SCW) Infrastructure Program and two million one hundred one thousand sixty-one dollars (\$2,101,061) from Proposition 1 Stormwater Grant (PROP 1), referred to collectively as GRANTS; and

WHEREAS, each PARTY will be credited through the \$30,000,000 from the SCW Infrastructure Program as shown on Table 2 of Exhibit A based on tributary area; EL SEGUNDO will be credited 4.36 AF; HAWTHORNE will be credited 3.23 AF; LAWNDALE will be credited 4.74 AF; MANHATTAN BEACH will be credited 1.47 AF; REDONDO BEACH will be credited 4.41 AF; COUNTY will be credited 1.44 AF; and

WHEREAS, the COUNTY, REDONDO BEACH, and HAWTHORNE, will be credited additional runoff volume based on additional fund contributions as shown on Table 3 of Exhibit A; and

WHEREAS, REDONDO BEACH agrees to fund an amount of five hundred thousand dollars (\$500,000) of the PROJECT costs and will be credited an additional 0.38 AF, bringing REDONDO BEACH's total credit to 4.79 AF; and

WHEREAS, HAWTHORNE agrees to fund an amount of one million (\$1,000,000) of the PROJECT costs and will be credited an additional 0.76 AF, bringing HAWTHORNE's total credit to 3.99 AF; and

WHEREAS, COUNTY agrees to fund the remaining amount of the PROJECT costs estimated at eleven million seven hundred twenty thousand nine hundred thirty nine dollars (\$11,720,939) and will be credited an additional 8.90 AF, bringing COUNTY's total credit to 12.34 AF; and

WHEREAS, PARTIES agree to amend Exhibit A if PROJECT costs change to adjust runoff volume capture credits for each PARTY; and

WHEREAS, PARTIES agree to enter into a separate agreement for Operations and Maintenance (O&M) for the PROJECT's useful life to maintain each PARTY's runoff volume capture credit shown in Exhibit A; and

WHEREAS, for the purpose of this Agreement, the "useful life" of any constructed portions of the PROJECT begins upon completion of construction and continues until 50 years thereafter; and

WHEREAS, PARTIES desire to enter into this AGREEMENT to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for residents and provide opportunities for water conservation; and

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

### 1. COUNTY AGREES:

- a. To prepare plans, specifications, and a cost estimate for the PROJECT.
- b. To utilize the combined thirty-two million one hundred one thousand sixtyone dollar (\$32,101,061) in grant funding from GRANTS towards the construction of the PROJECT and to ensure all grant requirements are met.
- c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act (CEQA) for the PROJECT.
- d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT, including obtaining adequate right-of-way for the useful life of the PROJECT for any work to be carried out on property not owned by any of the PARTIES.
- e. To require each consultant or contractor retained to implement the PROJECT to obtain liability coverage PARTIES and their respective officers, agents, employees, and volunteers as additional insureds on such policy.
- f. To advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen field conditions encountered

during construction as necessary to ensure the PROJECT is constructed as intended; and to cause the PROJECT to be constructed in accordance with the approved plans and specifications.

- g. To prepare an O&M manual, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENTS based on the final PROJECT design, including, but not limited to, inspections, clean out of pretreatment devices and underground storage systems, and repairs.
- h. Upon award of a construction contract by COUNTY for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds ten percent (10%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of COUNTY's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will results in the total cost of the PROJECT to exceed \$74,500,000 will require approval of all PARTIES prior to COUNTY's approval of the change order.
- i. To invoice REDONDO BEACH and HAWTHORNE based on the payment schedule shown in Exhibit B. The total invoiced amounts shall not exceed \$500,000 and \$1,000,000 for REDONDO BEACH and HAWTHORNE, respectively. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- j. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and above ground improvements.
- k. Upon completion of construction of PROJECT, to provide as-built plans to CITIES.
- I. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.

- m. Upon completion of the PROJECT, to provide CITIES with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.
- n. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation and maintenance of the PROJECT. COUNTY will maintain and operate the PROJECT throughout its useful life.
- o. During construction and throughout the useful life of the PROJECT, COUNTY shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the PROJECT.
- p. COUNTY shall not abandon, discontinue use of, lease or dispose of the PROJECT or fail to maintain any significant part or portion of the PROJECT thereof during its useful life.

#### 2. REDONDO BEACH AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$500,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. At REDONDO BEACH'S discretion, to provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.

e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

### 3. HAWTHORNE AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$1,000,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. To provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

### 4. EL SEGUNDO, LAWNDALE, AND MANHATTAN BEACH AGREE:

- a. To, in good faith, consider approval and provision of any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- b. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the

PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.

c. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

### 5. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT shall become effective on the last date of execution by a PARTY and shall remain in effect until CITIES have paid all outstanding invoices for costs associated with the PROJECT capital.
- b. All PARTIES shall have suitable access to the PROJECT sites at all reasonable times during PROJECT implementation and thereafter for the useful life of the PROJECT.
- c. If PROJECT costs increase and there are insufficient funds an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- d. PARTIES shall have no financial obligation to any other PARTY under this AGREEMENT except as herein expressly provided.
- e. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.
- f. To maintain each PARTY's 24-hour runoff volume capture capacity credit, all PARTIES agree to enter into a separate agreement for O&M for the PROJECT that shall remain in effect until CITIES have paid all outstanding invoices for costs associated with PROJECT O&M for the useful life.
- g. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed, officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this AGREEMENT; provided,

however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

### **GENERAL PROVISIONS**

Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of the AGREEMENT.

Good Faith. Each PARTY shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this AGREEMENT and the satisfactory performance of its terms.

Voluntary. This AGREEMENT is voluntarily entered into, to attain the purposes set forth in this AGREEMENT.

Relationship of PARTIES. The PARTIES are and shall remain at all times as to each other wholly independent entities. No PARTY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a PARTY shall be deemed for an y purpose whatsoever to be an agent, employee or officer of another PARTY.

Binding Effect. This AGREEMENT 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 AGREEMENT without prior written consent of the other PARTIES.

Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.

Waiver. Waiver by any PARTY to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of this 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 AGREEMENT.

Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial court shall lie exclusively in the County of Los Angeles.

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 the duty, covenant, obligation or undertaking established in this Agreement.

No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES.

Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the PARTIES are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other PARTIES.

Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this AGREEMENT, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Termination. The COUNTY reserves the right to terminate this AGREEMENT for any reason upon thirty (30) days' prior to written notice to CITIES. In the event of such termination, CITIES shall be entitled to a prorated portion of the PARTIES' annual contribution for the calendar year in which the COUNTY terminates the AGREEMENT hereunder.

Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any provision. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the PARTIES shall endeavor to modify that clause in a manner which gives effect to the intent of the PARTIES in entering into this AGREEMENT.

Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire AGREEMENT.

Notices. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth below. PARTIES shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email 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 email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this AGREEMENT, the PARTIES hereby designate as their respective PARTY Representatives the persons named below. The designated PARTY Representatives, or their respective designees, shall administer the terms and conditions of the AGREEMENT on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this AGREEMENT on behalf of such PARTY.

COUNTY:	Mr. Mark Lombos Assistant Deputy Director Los Angeles County Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460		
EL SEGUNDO:	Darrell George City Manager 350 Main Street El Segundo, CA 90245		
HAWTHORNE:			
LAWNDALE:			

MANHATTAN BEACH:		
REDONDO BEACH:	William C. Brand Mayor Mayor and City Cour 415 Diamond Street Redondo Beach, CA	
IN WITNESS WHEREOF, to be executed by their duly autho signature of the PARTIES:		have caused this AGREEMENT and affixed as of the date of
COUNTY OF LOS ANGELES		
Ву:		
Director of Public Works	6	Date
APPROVED AS TO FORM:		
DAWYN R. HARRISON		
Acting County Counsel		
Ву:		
Deputy		

# CITY OF EL SEGUNDO

D.		
By: City Manager	Date	—
APPROVED AS TO FORM:		
MARK D. HENSLEY City Attorney		
Bv:		

### CITY OF HAWTHORNE

Ву:	
Title:	Date
APPROVED AS TO FORM:	
CITY ATTORNEY	
Rv:	

# CITY OF LAWNDALE

By:	
Title:	Date
APPROVED AS TO FORM:	
CITY ATTORNEY	
Bv:	

### CITY OF MANHATTAN BEACH

By:		_
Title:	 Date	
APPROVED AS TO FORM:		
CITY ATTORNEY		
R <sub>V</sub> :		

### CITY OF REDONDO BEACH

By:	
WILLIAM C. BRAND Title: MAYOR	Date
APPROVED AS TO FORM:	
MICHAEL W. WEBB CITY ATTORNEY	
Bv:	

### **EXHIBIT A**

**Table 1: Total Volume Credit** 

Agency	Table 2	Table 3	Administration Credit (AF) <sup>2</sup>	Total Volume Credit (AF) <sup>1</sup>
El Segundo	4.36	-	-	4.36
Hawthorne	3.23	0.76	-	3.99
Lawndale	4.74	-	-	4.74
Manhattan Beach	1.47	-	-	1.47
Redondo Beach	4.41	0.38	-	4.79
Unincorporated County	1.44	8.90	2.0	12.34
Caltrans	-	8.31	-	8.31
			Total	40.00

<sup>&</sup>lt;sup>1</sup>Total Volume Credit = Table 2 + Table 3 + Administration Credit

Table 2: Volume Credit from Safe Clean Water Program (SCWP)

Agency	Land Area (acres)	% of Area	\$ from SCWP Regional Funding <sup>1</sup>	Volume Credit (AF) <sup>2</sup>
El Segundo	1,055.11	22%	\$6,649,469	4.36
Hawthorne	783.84	16%	\$4,939,921	3.23
Lawndale	1,148.76	24%	\$7,239,688	4.74
Manhattan Beach	355.78	7%	\$2,242,181	1.47
Redondo Beach	1,067.78	22%	\$6,729,346	4.41
Unincorporated County	348.99	7%	\$2,199,395	1.44
			Total	19.65

<sup>1\$</sup> from SCWP Regional = % of Area x \$30,000,000

**Table 3: Volume Credit from Contribution** 

Agency	Contribution	Volume Credit (AF) <sup>1</sup>
Caltrans <sup>2</sup>	\$15,000,000	8.31
Hawthorne	\$1,000,000	0.76
Redondo Beach	\$500,000	0.38
Unincorporated County	\$11,720,939	8.90
	Total	18.35

<sup>&</sup>lt;sup>1</sup>Volume Credit = (40 AF – Caltrans Volume Credit – Unincorporated County Administration Volume Credit – Total Volume Credit from Table 2) \* (Contribution/(Total Contribution-Caltrans Contribution) <sup>2</sup>Caltrans volume credit through a separate agreement with the Unincorporated County

<sup>&</sup>lt;sup>2</sup>Five Percent of Total Volume Credit (for project administration and management) = 5% x 40 AF = 2.0 AF

<sup>&</sup>lt;sup>2</sup>Volume Credit = (Total Volume Capture – Administration Credit – Caltrans Credit) x  $^3$ SCW Volume Credit x  $^6$  of Area = (40 - 2.0 - 8.31) x 20.81  $^6$  of Area

<sup>&</sup>lt;sup>3</sup>SCW Volume Credit = \$30,000,000/(60,322,000-15,000,000)

# EXHIBIT B ALONDRA PARK STORMWATER CAPTURE PROJECT INVOICE SCHEDULE

Agency	Amount	Invoice Date
Hawthorne	\$400,000	12/30/2022
Redondo Beach	\$500,000	12/30/2022
Hawthorne	\$300,000	7/1/2023
Hawthorne	\$300,000	7/1/2024

CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ALONDRA PARK MULTI-BENEFIT
STORMWATER CAPTURE PROJECT
UNINCORPORATED LOS ANGELES COUNTY
CERTIFY THE ADDENDUM TO THE ADOPTED FINAL
PROGRAM ENVIRONMENTAL IMPACT REPORT
APPROVE CAPITAL PROJECT AND PROJECT BUDGET
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 69841
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

# <u>LIST OF SPECIFIC BRAND NAMES IN ACCORDANCE WITH STATE PUBLIC CONTRACT CODE SECTION 3400</u>

	Item/Category	Manufacturer	Model	Purpose
1	Irrigation Controller and Enclosure/Landscape & Irrigation	Hydropoint	WeatherTRAK ET Pro3, ICA16+ICA16- HP3-96/SP/HP3SP- 5//RSE	To ensure compatibility with the County's monitoring system. This product is used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, programming and training.
2	Pop-Up Spray Head and Tree Bubbler/Landscape & Irrigation	Rainbird	RD-Series (Spray Head)/RWS Series (Tree Bubbler)	This product is approved equipment per the Department of Parks and Recreation's 2017 Parks Design Guidelines and Standards and used at other County facilities that are a part of a unified system.
3	Remote Control Valve/Landscape & Irrigation	Rainbird	PEB-PRS-D	This product is a Department of Parks and Recreation approved standard for all parks, and it is used at other County facilities that are a part of a unified system.
4	Pressure Transducer/ Mechanical	Ametek	SDT	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
5	Electric Motor Operator/ Mechanical	FLOWSERVE	Limitorque L-120 Series/V-Series	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
6	Electric Motor Operator Control Station/Mechanical	FLOWSERVE	Limitorque SW320	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
7	Rain Switch/Water Quality Monitoring Instrumentation	Jensen Instrument	JIC-RS100-B	In order to meet the requirements of the Los Angeles County Sanitation Districts' (LACSD) Industrial Wastewater Permit and to ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
8	Magnetic Flow Meter/Water Quality Monitoring Instrumentation	Endress+Hauser	Proline Promag W400 Electromagnetic Flowmeter	In order to meet the requirements of LACSD Industrial Wastewater Permit and to ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
9	Flow Meter Data Recorder/ Water Quality Monitoring Instrumentation	Endress+Hauser	Memograph M, RSG45 Advanced Data Manager	In order to meet the requirements of LACSD Industrial Wastewater Permit and to ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
10	Combustible Gas Sensor System/Water Quality Monitoring Instrumentation	Draeger	PIR7000 and Regard 1 Combustible Gas Sensor System	In order to meet the requirements of LACSD Industrial Wastewater Permit and to ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
11	Programmable Logic Control/Water Quality Monitoring Instrumentation	Automation Direct	DirectLogic 205 Programmable Logic Controller	In order to meet the requirements of LACSD Industrial Wastewater Permit and to ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
12	ISCO 6712FR Refrigerated Sampler/Water Quality Monitoring Instrumentation	Teledyne ISCO	68-6710-072	To ensure compatibility with other County facilities that utilize the same software to create a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
13	ISCO Sensor Mounting Plate/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-3253-077	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
14	ISCO Stainless Steel Strainer (3/8 inch)/Water Quality Monitoring Instrumentation	Teledyne ISCO	69-2903-138	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
15	ISCO Vinyl Suction Line (3/8 inch), SPA 491/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-5304-491	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
16	ISCO Tubing Coupler (3/8 inch). One-piece, Clampless Coupler made of Stainless Steel/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-3709-002	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
17	ISCO Signature Area- Velocity Flowmeter System, Signature Flow Meter and TIENET 350 Area-Velocity Sensor/Water Quality Monitoring Instrumentation	Teledyne ISCO	68-4350-000	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
18	ISCO Signature Desiccator Assembly with Desiccant and Air Fitting/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-4304-092	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
19	ISCO TIENet Network Expansion Box with Desiccator/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-4357-018	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
20	ISCO TIENet Bulk Cable	Teledyne ISCO	60-4304-050	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
21	ISCO 4 Bottle Config Kit for 6712FR/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-5304-606	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
22	TIENet 304 Contact Output Option Card/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-4304-069	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
23	ISCO Sampler To Flowmeter Connect Cable/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-300-4107	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
24	ISCO Power Cord (8 ft)/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-4304-044	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
25	LTE North America & International Cellular Modem for Signature Meter with Static IP Address/Water Quality Monitoring Instrumentation	Teledyne ISCO	60-4307-105	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
26	ISCO Refill Bottle of Desiccant (1lb)	Teledyne ISCO	60-2004-233	To ensure compatibility with the software used at other County facilities that are a part of a unified system. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
27	CR100X Data Logger/Water Quality Monitoring Instrumentation	Campbell Scientific	CR1000X	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
28	RV50X Cell Modem-add Enc Mount/Water Quality Monitoring Instrumentation	Campbell Scientific	RV50X-NA	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
29	2 dBd 4G/3G Multiband Omnidirectional Antenna with Mounting Hardware/Water Quality Monitoring Instrumentation	Campbell Scientific	32262	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
30	Surge Protection Kit, Type N to SMA, 700 to 2700 MHz/Water Quality Monitoring Instrumentation	Campbell Scientific	31317	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
31	RG8 Antenna Cable with Type N Male Connectors/Water Quality Monitoring Instrumentation	Campbell Scientific	COAXNTN-L12	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
32	Vac-to-Vdc Transformer (29796)/Water Quality Monitoring Instrumentation	Campbell Scientific	29796	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
33	CS451 Stainless Steel SDI- 12/RS-232 Pressure Transducer with SDI12 Cable/Water Quality Monitoring Instrumentation/Water Quality Monitoring Instrumentation	Campbell Scientific	CS451-120-HA-2-SN	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
34	10 X 12 Enclosure for Data Logger and Modem/Water Quality Monitoring Instrumentation	Campbell Scientific	ENC10/12-DC-MM	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

	Item/Category	Manufacturer	Model	Purpose
35	Compact Digital SDI-12 Weather Sensor	Campbell Scientific	ClimaVUE50-17-PW	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.
36	CIriVUE10 Turbidity Sensor	Campbell Scientific	CLARIVUE10-99-PT	To ensure compatibility with the software used at other County facilities that are a part of a unified system. The existing software contains custom programming specifically to meet County data quality requirements for water quality monitoring and reporting. Other products are not compatible with the existing County software and would require changes throughout the system including, but not limited to, new software, programming, and training.

APPROVED AS REQUESTED

Digitally signed by

16:14:23 -08'00'

Matthew J. Diaz
Date: 2022.11.21

DATE 11/21/22

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

CELIA ZAVALA EXECUTIVE OFFICER

ACTION

DATE

RECOMMENDATION

Lan Sam Date: 2022.11.21

11/21/2022

Digitally signed by Lan

REFERRED TO THE CHIEF

**AUDITOR-CONTROLLER** 

B.A. NO.

056

**EXECUTIVE OFFICER FOR---**