



MARK PESTRELLA, Director

**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

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

July 09, 2024

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

36 July 9, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
RENEWAL OF THE AGREEMENT AUTHORIZING
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO MAKE PARTNERSHIP CONTRIBUTIONS TO
THE COUNCIL FOR WATERSHED HEALTH
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board authorization to renew the agreement between the Los Angeles County Flood Control District and the Council for Watershed Health. The agreement authorizes the Chief Engineer of the Los Angeles County Flood Control District or his designee to contribute funds to the Council for Watershed Health to assist in performing tasks that are of mutual interest and benefit to both parties.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to renew an existing Memorandum of Agreement with the Council for Watershed Health, which will enable the Los Angeles County Flood Control District to continue as a partner agency of the Council for Watershed Health for the period of 5 years commencing in Fiscal Years 2024-25 through 2028-29 and provides for the Los Angeles County Flood Control District to make five annual contributions to the Council for Watershed Health of up to \$466,000 in year 1 and up to \$200,000 per year in years 2

through 5, totaling \$1,266,000, to assist the Council for Watershed Health in performing specified tasks that are of mutual interest to both parties during those fiscal years.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to periodically revise, as deemed necessary or appropriate, the specified tasks to be performed by the Council for Watershed Health pursuant to the Memorandum of Agreement provided the revised tasks are of mutual interest to both parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that they are not subject to the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to renew a Memorandum of Agreement (MOA) with the Council for Watershed Health (Council) through Fiscal Year 2028-29 to partner with the Council and contribute up to \$466,000 in year 1 and up to \$200,000 per year in years 2 through 5 to assist the Council in performing mutually beneficial tasks related to the District's watershed management objectives. The contributions will continue to help advance the goals of the District through capacity building, community engagement, and strategic relationships with other water agencies and organizations that are also partner agencies of the Council. The Council's activities will also support the implementation of the recently adopted County Water Plan, including leadership of the Nature Based Solutions (NBS) Blue Ribbon Panel identified in the Board's December 5, 2023, motion (titled "Implementation of the Los Angeles County Water Plan: A Shared, Regional Path Towards Water Resilience"). The MOA will be substantially similar to the enclosed draft MOA. Pursuant to the MOA, the District's annual contribution will be contingent upon its approval of an annual Council work plan and progress report describing the Council's activities for the year.

The Council, an independent nonprofit environmental organization, was founded in 1996 to promote more efficient use of stormwater resources. The Council achieves this goal by providing leadership, guidance, and technical assistance to agencies and organizations to affect sound watershed planning and management. Its current programs reflect the complexity of water resiliency in a changing climate and address diverse themes such as urban stormwater capture and recharge, community capacity building in multibenefit green infrastructure projects, water quality monitoring, and the implementation of sustainable landscapes. As an example, the Council partners with the Los Angeles Unified School District to collaboratively implement California's Drought Response Outreach Programs. The Council provides technical assistance to interested schools with priority to disadvantaged areas.

The Council's goals align with the watershed management objectives of the District, and the District generally benefits from the activities and projects undertaken by the Council. As an example, the Elmer Avenue Retrofit Demonstration Project, implemented by the Council in 2010 with extensive community involvement, successfully provided meaningful public benefits including reduced water pollution, increased local groundwater supplies, and more green space in a disadvantaged community. Several other similar projects are currently in the design phase as well.

The Council also hosts a series of symposia and seminars focused on timely and important integrated water and watershed management issues. These symposia and seminars serve the District's interests by increasing public awareness of regional water issues. They also provide excellent venues for communicating results of scientific research and facilitating collaborative dialogue on issues relevant to the District's mission.

Many programs supported by the Council, in addition to those described above, help the District in its efforts to enhance the sustainability of the region's water and environmental resources. By providing this partnership contribution, the District will assist the Council in continuing to pursue mutually beneficial goals, activities, and projects.

The existing agreement between District and the Council is scheduled to expire on June 30, 2024, and has proven to be a meaningful and fruitful partnership. The recommended period for renewal is for 5 years, effective July 1, 2024, through June 30, 2029.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by enhancing water quality, expanding water supplies, establishing green spaces, and enhancing the environmental and social well-being of residents across Los Angeles County.

FISCAL IMPACT/FINANCING

The District's contribution is up to \$466,000 in year 1 and up to \$200,000 per year in years 2 through 5 starting in Fiscal Year 2024-25. Sufficient funds to cover the annual contribution are available in the Fiscal Year 2024-25 Flood Fund (B07) Budget. Funding for future years will be requested through the annual budgetary process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Council is a tax-exempt 501(c)3 organization.

The Council has historically been funded through contributions and in-kind services from government agencies, businesses, individuals, and other local agencies and nonprofit organizations, including the City of Los Angeles Department of Water and Power, Southern California Edison, Sanitation Districts of Los Angeles County, and the Rivers and Mountains Conservancy.

The District has periodically contributed funds to the Council since 2006, with the last contribution in 2023. The Council was selected due to the Council's unique position to provide regional perspective, alignment with Public Works priorities and existing network, resources, and programs.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

7/9/2024

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There is no adverse impact on current services.

CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA, PE

Director

MP:AA:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Mark Yanai)
Executive Office

**MEMORANDUM OF AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE COUNCIL FOR WATERSHED HEALTH**

This MEMORANDUM OF AGREEMENT (hereinafter referred to as MOA), made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as LACFCD) and the Council for Watershed Health (hereinafter referred to as CWH), is set forth as follows:

WITNESSETH

WHEREAS, CWH is a 501 (c)(3) nonprofit organization, founded in 1996, which brings together representatives from water and public works agencies, land conservancies, citizen groups and businesses with interests in using a watershed approach to achieve multiple benefits. CWH has served the Los Angeles region for 25 years by advancing the health and sustainability of the region's watersheds through science-based research, education and inclusive stakeholder engagement; and,

WHEREAS, LACFCD was one of the original founding members of CWH and would benefit from the activities of CWH; and,

WHEREAS, LACFCD was created for the purpose of regional flood risk management and stormwater conservation; and,

WHEREAS, LACFCD owns, operates, and maintains much of the region's flood control and water conservation infrastructure.

WHEREAS, LACFCD aims to maximize existing infrastructure, promote and implement effective multi-benefit projects at a variety of scales, and improve the regional water supply portfolio through development of a County-wide water plan, that will incorporate stormwater capture, recycled water and enhanced water conservation, improved water quality and address the impacts of climate change, while promoting other compatible watershed enhancements; and,

WHEREAS, CWH is comprised of a broad range of stakeholders with overlapping long-term goals through its mission to advance the health and sustainability of the region's watersheds, rivers, streams and habitats, in both the urban and natural environments, through education, research, and inclusive stakeholder engagement; and,

WHEREAS, CWH has accomplished this mission by supporting agency, community and private sector collaboration in the areas of improving water quality and supply, fostering a watershed approach to landscaping and landscape design, facilitating integrated planning and management, and, among other things, creating a repository for and disseminating watershed information to the public, building partnerships and beneficial solutions for watershed issues, developing comprehensive public education/outreach forums and professional training, providing scientific and technical research information on watershed management principles to develop public policy, and

seeking funds to accomplish the goals and objectives of numerous restoration projects; and,

WHEREAS, CWH has traditionally received a base level of funding from contributions and in-kind services from government agencies including the City of Los Angeles Department of Water and Power (LADWP), LA Sanitation (LASAN), Metropolitan Water District of Southern California (MWD), and supplemented by, in-kind services, grants and contributions from businesses, foundations, individuals, and other local agencies and nonprofit organizations including CA State Water Resources Control Board, CA Department of Water Resources Proposition 1 Fund, the California Coastal Conservancy, Water Foundation, and Southern California Edison, among others; and,

WHEREAS, CWH possesses unique assets, including expert knowledge and experience in stakeholder education and engagement while working with government agencies, business partners, and academia. CWH's work assesses and evaluates the effect of landscape-level effects on the watershed and seeks to incorporate multiple benefits in projects, including improvements in water quality, water supply, recreation, and habitat; and,

WHEREAS, CWH's research and monitoring programs center on the goals of improving and expanding local water supplies, reducing per capita water demand in the greater Los Angeles region, and improving understanding of trends related to the health of watersheds and communities through tracking and assessment of indicators of watershed health; and,

WHEREAS, CWH has unique expertise and has collaborated with member agencies to complete key demonstration projects, including green streets and alleys, and school and park-based low-impact development, as well as independent best management practices (BMP) monitoring programs; and,

WHEREAS, CWH has expertise in providing technical assistance to community-based organizations to build the capacity of non-profits throughout the region in maintaining healthy watersheds and ensuring clean water and habitat for people and wildlife, a healthy environment, and a strong economy; and,

WHEREAS, CWH has played a lead role in the development of effective outreach and education strategies on water-related issues, including in underserved communities and schools, in collaboration with its member agencies; and,

WHEREAS, CWH, its water agency partners and board members desire to bring a new perspective to urban infrastructure that generates ideas, techniques, projects for implementation, and other opportunities that incorporate natural urban systems and community engagement into water agency capital projects; and the agency partners recognize that CWH requires funding to continue this valuable work. Agency partners include LADWP, MWD, LASAN, and LACFCD; and,

WHEREAS, LACFCD proposes to partner with CWH and contribute toward the cost of the work of CWH at an amount not to exceed Four-Hundred-Sixty-Six-Thousand and 00/100 Dollars (\$466,000.00) for Year 1 and thereafter not to exceed Two-Hundred-Thousand and 00/100 Dollars (\$200,000.00) annually for Years 2 through 5 each per an annually approved Scope of Work over a period of five (5) years;

WHEREAS, It is anticipated that other agency partners will enter into membership agreements and contribute funds towards the cost of the work of CWH; and,

WHEREAS, CWH and LACFCD have jointly developed a list of tasks that are of mutual interest and benefit to both parties, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, CWH will manage the completion of mutually agreed upon tasks and provide the LACFCD with annual invoices and reports that indicate the work completed and include detailed status reports on the progress of its performance of tasks;

NOW, THEREFORE in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

Section 1. PURPOSE OF THIS AGREEMENT

The purpose of this MOA is to build and maintain a working public-private partnership between LACFCD and CWH in support of mutual goals and objectives and for LACFCD to continue as an agency partner of CWH.

Section 2. RESPONSIBILITIES OF CWH

1. CWH shall serve as a neutral convener to address critical water issues and build strategic partnerships. This would include hosting symposiums agreed to by the CWH board members or facilitating special projects, such as the Water Augmentation Study, or other water efforts or projects with regional impact.
2. CWH shall assist LACFCD in capacity building through technical assistance. The CWH team is one of the only water-focused nonprofits with technical and project management experience and is uniquely qualified to help support organizations throughout the region building their capacity to advance green infrastructure projects. The technical assistance provided by CWH, in collaboration with agencies, has proven a successful model in securing State funding for a variety of green infrastructure projects.
3. CWH shall provide watershed education and communication. CWH will continue to serve as a trusted source of information and education on critical water issues. CWH is experienced in the consensus building role and is valued for its ability to communicate water issues in a way that resonates with a broader audience serving as a "bridge" between water agencies and the community.

4. CWH shall provide an Annual Scope of Work to LACFCD, specifying how CWH plans to address mutually agreed upon tasks identified in Attachment A. CWH shall submit the Annual Scope of Work no later than July 1st of each fiscal year.
5. CWH shall provide an Annual Progress Report to LACFCD concerning the mutually agreed upon tasks identified in Attachment A. CWH shall provide the Annual Progress Report to LACFCD by December 1st of each year summarizing the work completed during the previous fiscal year, beginning December 1, 2025, as long as this MOA is in force. A copy of CWH's audited financial statements shall also be submitted.

Section 3. RESPONSIBILITIES OF LACFCD

1. LACFCD shall review, comment and, once all its comments have been addressed to its satisfaction, approve in a timely manner, the Annual Scope of Work submitted by CWH pursuant to subparagraph 4 of Section 2, for each fiscal year.
2. LACFCD shall review, comment and, once all its comments have been addressed to its satisfaction, approve in a timely manner, the Annual Progress Report submitted by CWH pursuant to subparagraph 5 of Section 2, for each fiscal year.
3. LACFCD shall make annual lump sum contributions not to exceed Four-Hundred-Sixty-Six-Thousand and 00/100 Dollars (\$466,000.00) for Year 1 and thereafter not to exceed Two-Hundred-Thousand and 00/100 Dollars (\$200,000.00) for Years 2 through 5 each for CWH's work on the tasks identified in Attachment A, as long as the MOA remains in effect, subject to and in accordance with subparagraph 4, below.
4. LACFCD shall make the contributions to CWH described in subparagraph 3 above, within thirty (30) days after receipt of each invoice described in Section 9, below; provided however, that the LACFCD shall not be obligated to make the contribution in a particular year unless and until it has approved the Annual Scope of Work and Annual Progress Report. The first-year contribution is not contingent upon an Annual Progress Report.

Section 4. AUTHORITY

LACFCD shall authorize CWH to use its name only in connection with the solicitation of support and/or grant funding for projects or programs mutually agreed upon and approved work. Prior to the solicitation of grant funding pertaining to this MOA, CWH must obtain the written approval of LACFCD's Chief Engineer or his designee to ensure that LACFCD approves of that individual solicitation of support and/or grant.

CWH shall authorize LACFCD to use its name only in connection with the solicitation of support and/or grant funding for mutually agreed upon projects or programs.

Section 5. CONFIDENTIALITY

All documents, records, and information provided by LACFCD and other agency partners to CWH, or accessed or reviewed by CWH, during performance of this MOA shall remain the property of each agency. All documents, records, and information provided by LACFCD to CWH or accessed or reviewed by CWH during performance of this MOA, are deemed confidential, unless specifically designated as "public records" by LACFCD. CWH agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity.

CWH agrees that all documents, records, or other information used or reviewed in connection with CWH's work with LACFCD shall be used only for the purpose of carrying out the work referenced in this MOA and cannot be used for any other purpose. CWH shall be responsible for protecting the confidentiality and maintaining the security of LACFCD documents, records, and information in its possession. The provisions of this Section shall survive termination and expiration of this MOA.

Section 6. LIABILITY

Except as provided in Section 17, below, neither Party shall incur any liability for participating in or arising out of this MOA. Except as provided in Section 17, below, each Party shall bear their own defense, investigation, funding and legal representation in the result of any claim being instituted in contract, tort, or any other theory of liability.

Section 7. TERM

This MOA will expire five (5) years from the date of execution, unless terminated as provided under Section 8 or extended by a duly approved amendment to this MOA and signed by both parties.

Section 8. TERMINATION

Either party shall have the right to terminate this MOA, in whole or in part, by giving the other party thirty (30) days prior written notice thereof.

Section 9. INVOICING AND PAYMENT

1. CWH shall submit to LACFCD an original and three (3) copies of an invoice in a format acceptable to LACFCD, on or before July of each Fiscal Year. LACFCD shall review CWH's invoice and notify CWH of exceptions or disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items, shall be considered approved by LACFCD. LACFCD shall make a good faith effort to pay CWH all undisputed amounts within thirty (30) calendar days after LACFCD's Project Manager receives CWH's invoice.

2. Any correspondence related to invoicing and/or approving/modifying deliverables shall be directed to:

Los Angeles County Public Works
Chief Financial Office
Attention: Leanne Hall
900 S. Fremont Ave.
Alhambra, CA 91803

3. Invoices shall be prepared in such form and supported by such other documentation as may be reasonably required by LACFCD to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit.
4. LACFCD's liability under this MOA shall only be to the extent of the present appropriation to fund the MOA. No action, statement, or omission of any officer, agent, or employee of LACFCD shall impose any obligation upon LACFCD, such officer, agent, or employee, except to the extent LACFCD has appropriated funds and otherwise in accordance with the terms of this MOA.
5. CWH and LACFCD agree that no indebtedness for work performed that results in costs under this MOA shall arise against LACFCD until and unless there is an appropriation of funds to pay for such work. However, if LACFCD shall appropriate funds for any successive fiscal years, LACFCD's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this MOA.

Section 10. CONTACT PERSONS — PROPER ADDRESSES — NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To LACFCD:

Mark Pestrella, Chief Engineer
900 S. Fremont Ave.
Alhambra, CA 91803
Office: 626-458-4001
Designee
Adam Ariki, Deputy Director
900 S. Fremont Ave.

Alhambra, CA 91803
Office: 626-458-4012

To Council for Watershed Health:

Eileen Alduenda, Executive Director
Council for Watershed Health
177 E. Colorado Blvd.
Pasadena, CA 91105
Office: 213.229.9945

Section 11. ENTIRE AGREEMENT

This MOA contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

Section 12. AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this MOA may be made at any time by mutual written Agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

Section 13. SEVERABILITY

Should any portion of this MOA be determined to be void or unenforceable, such shall be severed from the whole and the MOA will continue as modified.

Section 14. DISPUTES

Should a dispute or controversy arise concerning provisions of this MOA or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

Section 15. WAIVER

A waiver of a default of any part, term or provision of this MOA shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

Section 16. BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

Section 17. INDEMNIFICATION

Except to the extent of the active negligence or willful misconduct of LACFCD, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CWH undertakes and agrees to defend, indemnify and hold harmless LACFCD and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LACFCD, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CWH's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOA by CWH or its subcontractors of any tier. Rights and remedies available to LACFCD under this provision are cumulative of those provided for elsewhere in this MOA and those allowed under the laws of the United States, the State of California, and LACFCD. The provisions of this paragraph shall survive expiration or termination of this MOA.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the day and year written below.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By: _____

MARK PESTRELLA

Title: Chief Engineer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

COUNCIL FOR WATERSHED HEALTH

By: _____

EILEEN ALDUENDA

Title: Executive Director

Date: _____

Attachment A | Workplan

Attachment A-1 – Standard Tasks

1. Conduct an annual stakeholder symposium, meetings, panel discussions and information exchange to promote sustained and equitable integrated regional water management principles, similar to prior events such as the State of the LA River Watershed including connection between people and LA River in the past, present, and future, contaminants monitoring, effects of the climate change and the role of the local government and communities.
2. Regularly promote the Water For LA platform, a website and brand funded by Los Angeles County Public Works, as the trusted community source on all regional water resource information across LA County. When solicited, provide input about potential Water For LA content and strategies.
3. Contribute to the publishing the annual *Landscaping Lightly Calendar* to inform the public about sustainable landscape design and practices that reduce water runoff and pollution, increase water conservation, enhance habitat, and increase climate resiliency. The calendar has become a valuable and engaging outreach mechanism for water agencies and Safe Clean Water Program Watershed Coordinators to distribute when tabling at events and meetings. The monthly tips focus on a variety of sustainable landscaping practices, including gardening, landscape maintenance, water conservation, and rainwater capture among others. List of topics for inclusion in the 2025 *Landscaping Lightly Calendar* may consist of: a) Nature-based Solutions for Homes and Gardens, b) Equity - We Are All a Part of Nature, and c) Recreate Responsibly – Keep litter out of our waterways. The *Landscaping Lightly Calendar* is currently available in English and Spanish, but other languages are being considered.
4. Maintain ongoing support for the ReDesignLA website resources in the following ways:
 - The SCWP Watershed Coordinators are tasked with tracking all community events and meetings they table on behalf of SCWP. The newly revamped SCWP website scrapes events data from the Google calendars CWH currently hosts on behalf of the Coordinators. Coordinators enter in their events through this mechanism. Council staff also assist Coordinators with troubleshooting, edits, and new user accounts as requested.
 - Within the ReDesignLA online portal, the RDLA Grant Tracking Spreadsheet is of special interest to all Watershed Coordinators and the broader SCW Program for the valuable listing of the variety of regional, state, federal, and private philanthropy funding resources, which are

relevant to projects that are pursuing Measure W funding. The tracker is frequently referenced when Coordinators are advising on leveraged funding. It (along with the Grant Tracking calendar) is continuously updated (bi-weekly), and its curated content can be used to determine quickly if grant funding priorities align with proposed project priorities, a project proponents' eligibility, the amount of funding available, and other "initial screening" considerations, as well as a link to the funding application.

Attachment A-2 – County Water Plan Partnership

Council for Watershed Health (CWH) will support Los Angeles County Public Works (Public Works) in achieving Directive 4 of the December 5, 2023, Board Motion, "Implementation of the Los Angeles County Water Plan: A Shared, Regional Path Towards Water Resilience," to establish a Blue-Ribbon Panel to develop standards for nature-based water management solutions (NbS) involving tribal, non-profit, academic, community, labor, technical experts, and water agencies, and report back in 12 months.

Background: Two of the themes guiding development of the Los Angeles County Water Plan (CWP) are sustainability and resilience. Nature-based water management solutions are increasingly viewed as an effective, multi-benefit approach to addressing water challenges. Natural or nature-mimicking water supply and water quality projects can provide multiple benefits such as creating recreational opportunities, flood risk reduction, carbon sequestration, habitat for wildlife, and addressing the urban heat island, but there is often disagreement about what "nature-based" entails and how to measure such projects' impact versus more traditional "grey" infrastructure projects. More consistent definitions and creation of standards are much needed and will benefit implementation of the CWP, OurCounty Plan, and other countywide programs including the Safe Clean Water Program.

Task 1: Establishment of Blue-Ribbon Panel

CWH will assist Public Works in the establishment of the Blue-Ribbon Panel by performing the following subtasks.

Subtask 1.1: Identify Stakeholders and Experts

Identify and invite diverse stakeholders and experts representing various fields related to NbS. These may include:

- Environmental scientists and researchers.
- Engineers specializing in environmental or water resource engineering.
- Policymakers and government representatives knowledgeable about water management.
- Community leaders and advocates with expertise in environmental issues.

- Tribal representatives with insights into indigenous water management practices.
- Academics and professionals with experience in related disciplines.

Deliverables:

1. List of Potential Blue-Ribbon Panelists

Assumptions:

- CWH will work with Public Works to refine the list of attendees. Public Works will collaboratively refine the list with Board offices and the Safe, Clean Water Program.
- A maximum of 15 panelists will be invited, unless otherwise approved by Public Works.
- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

Subtask 1.2: Recruitment and Invitation

CWH, in coordination with Public Works, will determine potential members through official channels, professional networks, associations, or relevant organizations. CWH will draft formal invitations to potential members explaining the purpose, scope, timeline, and expected commitment of the Blue-Ribbon Panel. Clearly communicate the roles, responsibilities, and time commitments expected from participants. Public Works may elect to send the finalized formal invites out or ask CWH to do so. CWH may offer a stipend of \$8,325 each for up to eight (8) non-profits and/or tribal partners to participate in the process not to exceed \$66,600 total.

Deliverables:

1. Draft invitation to potential members, with list of potential members.
2. Formal, digital invitations to potential members, and delivery/distribution if elected by Public Works

Assumptions:

- CWH will work with Public Works to vet and recruit potential members and consider diversity in expertise, background, and representation to ensure a well-rounded perspective.
- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

Subtask 1.3: Establish Panel Charter, Guidelines, Structure, and Literature Review

Develop a charter and operating guidelines outlining the Blue-Ribbon Panel's structure, purpose, frequency and format of meetings, decision-making processes, and conflict of interest policies. Describe the Panel's leadership structure, such as appointing a chairperson or co-chairs responsible for leading meetings. Within the charter, guidelines,

and structure, CWH's role shall be to lead and support the Blue-Ribbon Panel and its chairs, organize meetings, facilitate discussions, and assume ultimate responsibility for all deliverables and reports.

Compile existing definitions, frameworks, and case-studies, and examples of NbS, including those originally developed by the International Union of Concerned Scientists. Include reference to and compile information related to governance documents, guidance documents, and needs related to NbS within the County, including information from the SCWP Metrics and Monitoring Study, SCWP Ordinance and Interim Guidance, and related items.

Deliverables:

1. Blue-Ribbon Panel Charter (Guidelines and Structure)
2. Literature Review on NbS Guidance and Practice within Mediterranean Climates Technical Memorandum

Assumptions:

- CWH will research NbS efforts from other similar municipalities in similar climates and synthesize findings in the Technical Memorandum. Assumes 3 to 5 similar efforts are reviewed and summarized. Technical Memorandum will be between 10 to 20 pages unless otherwise agreed upon.
- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

Task 2: Facilitation of Blue-Ribbon Panel

CWH will provide facilitation of the Blue-Ribbon Panel. CWH will prepare for, organize, attend, and facilitate coordination meetings (may be in-person and/or virtual). Structured agendas will be developed and sent to participants in advance of the meetings, and follow-up summaries of discussion and action items will be sent following the meetings. CWH will work with Public Works and the Blue-Ribbon Panel to ensure consistent progress and timelines are being met.

Subtask 2.1: Conduct and Facilitate Panel Meetings

Organize a kickoff session for appointed Blue-Ribbon Panel members to provide an overview of the Los Angeles County Water Plan, goals of the Blue-Ribbon Panel, expectations, and the process for decision-making and collaboration. Provide an overview of how NBS are currently being used in the County. Provide special focus on how NbS is prioritized in the SCWP, existing SCWP NbS Interim Guidance, and the time-sensitive need to develop clear definitions and standards to inform NbS Performance Measures (metrics) and Population Indicators (targets) needed to support concurrent SCWP Watershed Planning efforts.

Offer background information, training, and other resources related to NbS to ensure a common language and shared foundation of understanding among members. Following the initial kickoff, schedule in up to three in-person half-day working sessions and regular virtual coordination meetings according to an agreed-upon timeline and. Encourage active participation, collaboration, and open discussions among Blue-Ribbon Panel members. Set meeting agendas in advance, and provide supporting materials as needed, to allow members to prepare, and ensure the discussion stays focused on the defined objectives.

Deliverables:

1. Kickoff session agenda and reference materials
2. Kickoff session summary
3. Blue-Ribbon Panel in-person working sessions agendas and reference materials (up to three (3))
4. Blue-Ribbon Panel in-person working sessions summaries (up to three (3))
5. Blue-Ribbon Panel virtual coordination meeting agendas and reference materials (up to six (6))
6. Blue-Ribbon Panel virtual coordination meeting summaries (up to six (6))

Assumptions:

- CWH will facilitate discussions aimed at developing clear and actionable recommendations based on research, case-studies, evidence-based results, expert opinions, and agreement among Blue-Ribbon Panel members. The Blue-Ribbon Panel will review research, analyze best practices, and explore case studies related to NbS.
- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

Subtask 2.2: Draft Reports and Presentations

CWH shall draft the report, compile the Blue-Ribbon Panel's findings, recommendations, and any proposed standards for NbS into a comprehensive report that includes recommendations for continued operation as a CWP Task Force following completion of the report. CWH shall present the draft report to the Board or relevant authorities within the stipulated timeline, highlighting key insights, actionable recommendations, and potential strategies for implementation.

Deliverables:

1. Nature-Based Water Management Solutions Recommended Standards Draft Report
2. Nature-Based Water Management Solutions Recommended Standards Final Report
3. Presentation and associated engagement materials

Assumptions:

- The Blue-Ribbon Panel will be responsible for contributing to and reviewing the draft report of recommended standards for NbS prepared by CWH. The draft report will be prepared in a Word document format.
- CWH will provide support by sharing technical expertise and developing graphical renderings for the report. CWH will convert the report into a draft layout that is visually appealing and easy to read.
- Report will include NbS Performance Measures (metrics) and Population Indicators (targets) to support concurrent SCWP Watershed Planning efforts.
- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

OPTIONAL Task 3: NbS Standards Outreach & Engagement

CWH will provide support for the outreach and acceptance of the Blue-Ribbon Panel findings.

OPTIONAL Subtask 3.1: Coordinate Outreach and Engagement to disseminate NBS Findings and Recommendations

CWH shall coordinate presentations and question-and-answer sessions with the CWP Task Forces, as well as the Safe Clean Water Program Regional Oversight, and Scoring Committees that outline recommendations from the NBS Recommended Standards Final Report.

Deliverables:

1. NBS Findings Coordination Meeting with CWP Task Forces agenda (up to three (3))
2. NBS Findings Coordination Meeting with CWP Task Forces summaries (up to three (3))
3. NBS Findings Presentation and summaries at SCWP Regional Oversight Committee and/or Scoring Committee (up to two (2))

Assumptions:

- Deliverables will undergo up to two (2) rounds of review with Public Works. CWH will address Public Works' comments and submit a revised deliverable.

OPTIONAL Subtask 3.2: Conduct and Facilitate Two Quarterly Panel Meetings in 2025

CWH shall prepare for, attend, and facilitate quarterly Blue-Ribbon Panel advisory meetings that work to integrate recommendations across various water programs and address new input and feedback from these programs as well as the Board of Supervisors. Structured agendas will be sent in advance of the meetings, and follow-up summaries on discussion and action items will be sent following the meetings.

Deliverables:

1. Blue-Ribbon Panel advisory meeting agendas (up to two (2) meetings for Q1 and Q2 of 2025)
2. Blue-Ribbon Panel advisory meeting summaries (up to two (2) meetings for Q1 and Q2 of 2025)

Assumptions:

- The NbS Recommended Standards Final Report is not a living document and will be considered final after the Blue-Ribbon Panel approves it.
- Any feedback received by the Blue-Ribbon Panel, CWH, or Public Works during this subtask may be used to inform other similar efforts.

Task 4: Project Management

This task is focused on the CWH's administration of the Blue-Ribbon Panel that includes project budget tracking, contracting with up to eight (8) CBOs and tribes, identifying and contracting facilitators as needed, internal team coordination meetings, Public Works check-ins every two (2) weeks, and reporting to Public Works.

Proposed Budget for NbS Blue-Ribbon Panel Implementation

TASK	TASK TITLE / DESCRIPTION	CWH COST	NGO/TRIBAL STIPENDS*	FACILITATOR COST	TIMELINE
1	ESTABLISHMENT OF BLUE-RIBBON PANEL				
1.1	Identify Stakeholders and Experts	\$9,520	\$ -	\$ -	2024 - Q3
1.2	Recruitment and Invitation	\$7,408	\$ -	\$ -	2024 - Q3
1.3	Establish Panel Guidelines and Structure	\$33,390	\$ -	\$ -	2024 - Q3
2	FACILITATION OF BLUE-RIBBON PANEL				
2.1	Conduct and Facilitate Panel Meetings	\$66,276	\$35,880	\$9,000	2024 - Q3
2.2	Draft Reports and Presentation	\$92,788	\$23,040	\$ -	2024 - Q4
3	STANDARDS IMPLEMENTATION (OPTIONAL)				
3.1	Coordinate Outreach and Engagement of NBS Findings	\$30,808	\$3,840	\$ -	2025 - Q1
3.2	Conduct and Facilitate Quarterly Panel Meetings	\$6,096	\$3,840	\$ -	2025 - Q2
4	PROJECT MANAGEMENT				
4	Project Management	\$43,680	\$ -	\$ -	Ongoing
SUBTOTALS		\$289,966	\$66,600	\$9,000	
PROJECT TOTAL		\$365,566			

*Assumes up to 8 non-profit and/or tribal partner stipends