



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

April 14, 2026

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:

WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ENTER INTO AN AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY SANITATION
DISTRICT NO. 2 FOR PROFESSIONAL SERVICES TO SUPPORT THE
DEVELOPMENT OF STORMWATER AND DRY WEATHER RUNOFF PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to enter into an agreement with Los Angeles County Sanitation District No. 2 for professional services to support the development of stormwater and dry weather runoff projects and amend the agreement, as needed.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Authorize the Director of Public Works or his designee to enter into an agreement with the Los Angeles County Sanitation Districts No. 2 for professional services for their review and technical analysis of potential projects, which divert stormwater and/or dry weather runoff into their system for subsequent reuse. The term of the agreement is 5 years with a maximum total amount of \$3,000,000.
3. Authorize the Director of Public Works or his designee to negotiate and execute amendments to the agreement, provided that the term of the amendment does not exceed the maximum term of 5

years and the maximum amount of the agreement, as amended, does not exceed \$3,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enter into an agreement with the Los Angeles County Sanitation District No. 2 (LACSD) for professional services to support the development of potential projects, which divert stormwater and/or dry weather runoff to their sanitary sewer system to remove pollutants and for subsequent reuse; and authorize the Director of Public Works or his designee to negotiate and enter into amendments of the agreement.

As required by the Federal Clean Water Act, municipalities that discharge stormwater are subject to a National Pollution Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Permit, which imposes requirements to reduce the discharge of pollutants in stormwater. MS4 Permits cover the discharge of stormwater from streets, curbs and gutters, catch basins, storm drains, and other similar infrastructure that collectively form the region's stormwater drainage system.

In 2012, the Los Angeles Regional Water Quality Control Board issued MS4 Permit to 86 permittees, including the County of Los Angeles and the Los Angeles County Flood Control District. The 2012 MS4 Permit encouraged permittees to collaborate with one another through Enhanced Watershed Management Programs (EWMPs) or Watershed Management Programs (WMPs). The EWMPs and WMPs identify strategies, Best Management Practices, and regional multi-benefit projects to be implemented by various group members to achieve compliance with the MS4 Permit. The County is a member of 11 EWMPs and 1 WMP. The regional multi-benefit projects may manage stormwater through a variety of means, including infiltration, treating and release, onsite water reuse, and diversion to the sanitary sewer system for subsequent reuse. Project selection is dependent on site-specific factors, including geologic conditions, location of underground infrastructure, etc.

In September 2021 the Regional Board adopted a 2021 MS4 Permit that maintains the approach of the previous 2012 MS4 Permit. This agreement is for professional services with LACSD to review and provide technical analysis of individual potential projects, which divert stormwater and/or dry weather runoff into their sanitary sewer system to remove pollutants for subsequent reuse. The analysis will determine the available number of diverted flows the LACSD system is able to treat in their existing system. In addition, this analysis will further determine the County's annual maintenance cost to treat these flows, which will in turn govern the feasibility of the project and its total cost estimate.

The parties previously entered into a Stormwater Services Agreement with a contract date of December 9, 2020 (Initial Agreement). The Initial Agreement had an effective duration of 5 years from that contract date. In accordance with the Initial Agreement, the County deposited with LACSD an initial payment of \$150,000, to be used to reimburse LACSD for any allowable costs related to the Initial Agreement. The total of payments made under the Initial Agreement was not to exceed \$3,000,000.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, Improve Health Outcomes, by creating County facility projects that provide multiple health benefits; North Star 2, Foster Vibrant and Resilient Communities, Focus Area D, Sustainability, Strategy iii, Natural Resources, by incorporating innovative and sustainable strategies at County facility projects; and

North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by enabling County facility modernization projects to align with regulatory requirements.

The recommended actions are consistent with the County's mission to provide essential services and improve the quality of life for residents by providing environmentally sustainable practices, which reduce stormwater pollution.

FISCAL IMPACT/FINANCING

The maximum cost to the County, under any amendment, will not exceed \$3,000,000, over the agreement term of up to 5 years. Funding for the first year of services, estimated at \$600,000, is available in various Public Works Funds (Services and Supplies) Fiscal Year 2025-26 Fund Budgets. Services may be ordered for and subsequently funded by various funds administered by Public Works. When the need arises for services under the agreement, sufficient funds will be made available in the appropriate fund prior to authorizing the work. Funds to finance future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement is for professional services with LACSD to review and provide technical analysis of individual potential projects, which divert stormwater and/or dry weather runoff into their sanitary sewer system to remove pollutants for subsequent reuse.

The agreement between the County and LASCD will be substantially similar to the enclosed agreement and will be approved as to form by County Counsel prior to execution by each party.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the California Environmental Quality Act 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. Public Works will return to the Board for project approval, including any California Environmental Quality Act approval and findings, and for authorization to advertise and award any contracts related to any specific project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

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

The Honorable Board of Supervisors

4/14/2026

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Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Mark Pestrella".

MARK PESTRELLA, PE

Director

MP:HD:nd

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

STORMWATER SERVICES AGREEMENT
(County of Los Angeles)

This Stormwater Services Agreement ("**Agreement** ") is effective _____, 2026 ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the County of Los Angeles ("**County**"). The District and the County are referred to collectively as "**Parties**" or each separately as a "**Party.**"

- A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 et seq. The District is the administrative district for the County Sanitation Districts of Los Angeles County ("**Districts**"). Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide certain stormwater services.
- B. The District does not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.
- C. The Parties previously entered into a Stormwater Services Agreement with a contract date of December 9, 2020 and an effective duration of 5 years from that contract date.
- D. The Parties intend to contract for the District to perform functions that support County projects, including but not limited to the types of services described in Exhibit 2, with the County paying the District for all work performed by or for the District under this agreement. Any active NTP issued under the previous Stormwater Services Agreement will be continued under this Agreement.

Therefore, the Parties agree as follows:

- 1. Written Request for Service. The County shall issue a written request ("Service Request") to the District to perform any function or service under this Agreement. The Service Request will include sufficient information for the District to develop the scope of work and cost estimate.
- 2. Scope of Work and Cost Estimate. Upon receipt of a Service Request, the District shall promptly produce a scope of work and cost estimate for the County's approval. The costs to prepare the scope of work and cost estimate and attend any meetings associated with these activities will be paid for by the County under this Agreement. The County shall review the scope of work and cost estimate and, upon its approval thereof, shall issue a notice to proceed (NTP) to the District. The District shall perform work, functions or service only as authorized in an active NTP. Any work authorized under NTPs issued under the expired Stormwater Services Agreement shall continue under this agreement.
- 3. Consultations. The County shall consult with the relevant Watermaster, Water Replenishment District or the Los Angeles County Flood Control District (LACFCD) prior to initiating a stormwater or dry weather runoff project and will request the participation of the District in these consultations. The County shall lead these consultations as the project proponent or as an agent for the project proponent.

4. Payment. The County shall pay the District for functions and services performed by the District as authorized by an active NTP on a time-and-materials basis. The aggregate total of all payments made under this Agreement shall not exceed \$3,000,000 over the term of the Agreement.

5. Costs. Reimbursable costs to be incurred by the District for developing scopes of work and for functions and services performed for each NTP authorized under this Agreement may include any of the following:

- 5.1 District staff costs, based on the Schedule of Fees provided in Exhibit 1 and subject to annual adjustment consistent with the District's salary and cost increases.
- 5.2 Other costs, including equipment and mileage.
- 5.3 District Consultant and legal fees, on a pass-through basis.
- 5.4 Any other costs incurred by the District directly related to the work performed under this Agreement.

6. Invoices. The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed for each NTP, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all Sanitation District-owned machinery and equipment, invoices for consultants, materials and supplies, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service. The District shall furnish to the County quarterly invoices for all work performed and expenses incurred for active NTPs during that period. The invoices shall be itemized to show the expenditures for each NTP, the total amount invoiced to date, and the total payments made by the County to date.

6.1 Disputes. The County shall independently review each invoice submitted by the Districts to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the NTPs. In the event any charges or expenses are disputed by County, the invoice will be returned by County to the District within 14 calendar days from date of receipt by the County for correction and resubmission. Review and payment by County for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

7. Payment Terms. The County shall pay each District invoice no later than 60 days after the date of that invoice, as described in Sections 4 and 6. The County's duty to pay the District is not contingent upon reimbursement from any other party. The County shall be solely liable for all charges incurred by the District authorized by an NTP. The District may terminate this Agreement for cause if any invoice remains unpaid 90 days after the date of the invoice.

8. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective for 5 years after the Contract Date unless terminated before that date. Upon mutual written agreement between the County and the District, this Agreement

may be extended for additional 5-year terms, not to exceed a total contract period of 20 years from December 9, 2020.

9. [Intentionally Omitted]

10. Termination. Notwithstanding the provisions of Section 8 of this Agreement, either the County or the District may terminate this Agreement at any time by giving 30 days prior written notice of termination to the other party.

11. Other Agreements. This Agreement is intended to cover technical and other miscellaneous technical services, which may be supplied by the District and its various departments. In the event that the District and the County are either parties to or subsequently enter into a separate contract for specific services included within the scope of this Agreement, those separate contracts shall control with respect to the scope of the duties of the Parties thereunder unless such contracts adopt the provisions of this Agreement by reference.

12. Indemnity, Performance Warranty, and Limitation of Liability

12.1 Indemnity. Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, specifically including, but not limited to, the LACFCD, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs and expenses, damage, loss, or legal action (including attorney's and expert witness fees), arising out of or relating to its own errors, omissions, negligence, or any willful misconduct related to services provided under this agreement; provided, however, that no Party shall indemnify another Party for said other Party's own negligence or willful misconduct.

12.2 Warranty and Limitation of Liability. The District warrants to the County that all services provided under this Agreement will be in accordance with industry professional standards by similarly qualified professionals ("Warranty"). The County shall notify the District no later than 30 days after the County discovers any services by the District that the County claims are deficient. For any breach of this warranty alleged by the County, the County's exclusive remedy will be the District's re-performance and correction of the deficiency. In no event will the District be liable to the County for the payment of any indirect, incidental, special, punitive, or consequential damages based on the County's claim for breach of this Warranty.

13. Insurance. The District is self-insured for commercial general liability and workers compensation.

14. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent prepaid through the United States mail with a courtesy copy by email. Notice will be deemed given 2 days after postmark. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section
Courtesy copy by email to: dpierce@lacsds.org

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County
P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the County

Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460
Attn: Stormwater Quality Division
Courtesy copy by email to: jguerrer@pw.lacounty.gov

15. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party, for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

17. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards. In the event one Party wishes to amend this Agreement, it will notify the other Party, and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

18. No Partnership/No JPA. The District is acting as an independent contractor for the County for the purpose of this Agreement. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

19. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

20. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third-party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

21. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

22. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Party, which consent may be withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

23. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

24. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

[SIGNATURES ON THE NEXT PAGE]

COUNTY OF LOS ANGELES

By: _____
Mark Pestrella
Director of Public Works

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By: _____
Deputy

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY**

By: _____
Chairperson

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Exhibit 1
District Cost Schedule

<u>Position</u>	<u>Hourly rate (\$)</u>
Division Engineer	237
Supervising Engineer	216
Senior Engineer	194
Civil Engineer	173
Engineering Associate	165
Engineering Technician	111
Secretary	92

The rates above are effective July 1, 2025. Labor billing rates are subject to readjustment by the Sanitation Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.

Exhibit 2
Services Provided by the Sanitation District to County

The types of services to be paid under this agreement may include but are not limited to the following:

Item	Description
1. Scope Review and Cost Proposal	Review County's service request and provide a scope of work and cost estimate.
2. Project Proposal Review and Sanitary Sewer Capacity Check for Diversion Projects	Review County's project proposal and goals and conduct diversion capacity analysis. Additional analysis or modeling by the County will be required for potential wet weather discharges.
3. Assessment of Water Quality Impacts	Review County's water quality data for potential impacts to Districts' wastewater treatment facilities.
4. SB 485 Consultations	Participate in consultations with relevant watermaster, Water Replenishment District, and Los Angeles County Flood Control District.
5. Pre-Bid Facility Review	Review project for effective use of Districts' facilities, such as reasonable flow rates / drawdown time, control strategy for stormwater discharges to the sewer. May include assistance with Industrial Wastewater Permit-related issues.
6. Build-Over Agreement (if required)	Review Build-Over Application and required plans and documents and execute a Build-Over Agreement w/ County.
7. Connection Review by LACSD Sewer Design Section	Review of design elements related to the physical connection to the Districts' sewer.
8. District-required Construction Inspection	Provide a construction inspector as required for connection to a Districts' sewer.