



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

May 12, 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
MEMBERSHIP AGREEMENT AND FUNDING FOR SPECIAL STUDIES BETWEEN
SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY
AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to renew the Los Angeles County Flood Control District's membership with the Southern California Coastal Water Research Project Authority and participation on its governing commission for a period of 5 years.

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 pursuant to 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 enter into an agreement with the Southern California Coastal Water Research Project Authority for the renewal of the Los Angeles County Flood Control District's membership as an associate commission member of the Southern California Coastal Water Research Project Authority's governing commission for a period of 5 years between July 1, 2026, and June 30, 2031, at an amount not to exceed \$796,250.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to

enter into agreements with the Southern California Coastal Water Research Project Authority to conduct scientific studies related to stormwater and urban runoff, including studies and activities supporting the implementation of the Safe, Clean Water Program through June 30, 2031, at a total not-to-exceed amount of \$2,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Engineer of the Los Angeles County Flood Control District (District) to enter into an agreement with the Southern California Coastal Water Research Project Authority (SCCWRP) to renew the District's associate membership and participation on SCCWRP's governing commission for a period of 5 years, from July 1, 2026, to June 30, 2031. The actions would also authorize payment of associate membership fees in the total amount of \$796,250 over the 5-year period and allow the District to enter into additional agreements with SCCWRP in an aggregate not-to-exceed amount of \$2,000,000. These agreements would fund scientific studies related to stormwater and urban runoff, including studies related to the improvement of infrastructure or operations for environmental sustainability and to perform activities supporting implementation of the Safe, Clean Water Program during the new 5-year membership period.

The SCCWRP is governed by a 14-member commission that is composed of representatives from the California Ocean Protection Council; the Los Angeles, Santa Ana, and San Diego Regional Water Quality Control Boards; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the County of San Diego; the District; the Los Angeles County Sanitation Districts; the Orange County Public Works; the Orange County Sanitation District; the United States Environmental Protection Agency, Region IX; and the Ventura County Watershed Protection District. The SCCWRP's long-term objectives are to conduct environmental research and assess the condition of Southern California's coastal environment.

The District has been a member of SCCWRP and has served on its governing commission since 2004. The District's current 5-year membership term is set to expire on June 30, 2026. The unincorporated communities of the County, the District, and other County departments benefit from SCCWRP's research, which is recognized by the environmental community and regulatory agencies as credible and impartial due to the makeup of its governing board. Accordingly, continued membership in SCCWRP and participation in its governing commission would be beneficial to the District.

In 2021, for the current 5-year membership period, the Board authorized the Chief Engineer of the District or his designee to enter into agreements with SCCWRP for stormwater-related scientific studies up to \$6,000,000. These funds were used to carry out various studies that both the County and District are required to conduct as part of its compliance with the National Pollutant Discharge Elimination System Permit. For example, a study was conducted to assess the effectiveness of stormwater best management practices devices in removing targeted total maximum daily loads pollutants in various watersheds. Additionally, SCCWRP is providing services to assist with the implementation of the Safe, Clean Water Program to assess project performance of regional stormwater best management practices and reviewing scientific study applications.

Accordingly, for the upcoming 5-year membership period, the District is seeking authorization to enter into agreements to provide funding for SCCWRP to conduct similar stormwater-related scientific studies and provide assistance to the Safe, Clean Water Program through the end of the new membership period for a total cost not to exceed \$2,000,000.

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 promoting investment in innovative stormwater research throughout the communities of Los Angeles County. These studies aim to foster equity in infrastructure and deliver measurable improvements in watershed health across impacted communities.

The recommended actions align with the Board-Directed Priority of Sustainability and the "Our County" Sustainability Plan, which seeks to create a healthier, more livable, economically robust, equitable, and resilient County. Key strategies include increasing stormwater capture, integrating best practices for stormwater management, implementing green infrastructure to reduce runoff pollutants, and supporting programs that encourage water conservation and multi-benefit stormwater projects. Implementing these actions will enable the District to generate and share critical scientific knowledge on environmental resource management and guide decision-making and policy development while ensuring the timely delivery of public services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The Fiscal Year 2026-27 associate commission membership sum is \$150,000. The agreement includes five 1-year renewal options with an estimated maximum potential membership sum of \$796,250.

Funding for Fiscal Year 2026-27 of the associate commission membership will be included in the Flood Control District Fund (B07 - Services and Supplies) Fiscal Year 2026-27 Budget. Funds to finance future years of membership will be requested through the annual budget process.

When the need arises to conduct scientific studies as authorized by the Board, financing the required services will be from the appropriate funding source and will be requested through the annual budget process. Total annual expenditure for these services will not exceed \$2,000,000 through June 30, 2031.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SCCWRP is a joint powers authority established pursuant to a joint powers agreement between the Cities of Los Angeles and San Diego, the Los Angeles County Sanitation Districts, and the Orange County Sanitation District. These parties are expected to enter into the eleventh amended joint powers agreement, effective July 1, 2026, to continue SCCWRP for a period of 5 additional years.

The District's existing membership to the commission expires on June 30, 2026, and it is the desire of the District to continue its participation on the commission. The membership renewal agreement will be substantially similar to the enclosed draft agreement.

ENVIRONMENTAL DOCUMENTATION

The agreement to renew the District's membership in SCCWRP and the agreements with SCCWRP to perform activities in support of the Safe, Clean Water Program are not subject to the California Environmental Quality Act (CEQA) 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 CEQA Guidelines. The proposed actions are organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

The agreements with SCCWRP that fund scientific studies are exempt from CEQA pursuant to Section 15262 of the Guidelines and California Public Resources Code Section 21102 because they relate to planning and feasibility studies for possible future actions that the Board has not adopted, approved, or funded. They are also exempt pursuant to Section 15306, relate to information-gathering activities, including basic data pursuant to Section 15306, relate to information-gathering activities, including basic data collection and resource evaluation that do not result in a serious disturbance to an environmental resource.

Additionally, based on the proposed project records, they will comply with all applicable regulations and are not in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

By approving these studies for future proposed projects, the District does not commit to or otherwise endorse, authorize, or approve any specific project. Any future recommendations on any proposed development remain subject to the Board's sole discretion to approve, deny, or modify a proposed project and to consider factors that would accompany CEQA review. Authorization of any future project activities would occur only following compliance with CEQA, and Public Works will return to the Board for consideration of appropriate environmental documentation if necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current County services.

CONCLUSION

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

The Honorable Board of Supervisors

5/12/2026

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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

AGREEMENT

This AGREEMENT, made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as the LACFCD) and the Southern California Coastal Water Research Project Authority, a joint powers agency (hereinafter referred to as AUTHORITY), heretofore established and presently operating pursuant to the Eleventh Amended Joint Powers Agreement (hereinafter referred to as ELEVENTH AMENDED JPA), effective July 1, 2026.

WITNESSETH

WHEREAS, the LACFCD's existing membership to the AUTHORITY's commission expires on June 30, 2026, and it is the desire of the LACFCD to continue its participation on the AUTHORITY's commission; and

WHEREAS, this AGREEMENT will extend LACFCD's participation in the AUTHORITY's commission from July 1, 2026, through June 30, 2031, inclusive; and

WHEREAS, the ELEVENTH AMENDED JPA for the creation of the AUTHORITY has been made and entered into by and between the County of Los Angeles Sanitation Districts, the Cities of Los Angeles and San Diego, and the Orange County Sanitation District, effective July 1, 2026; and

WHEREAS, the AUTHORITY is governed by a 14-member commission composed of representatives from the County of Los Angeles Sanitation Districts; the California Ocean Protection Council; the California Regional Water Quality Control Boards, Los Angeles, Santa Ana, and San Diego Regions; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the Orange County Sanitation District; and the United States Environmental Protection Agency, Region IX; and

WHEREAS, the LACFCD, County of San Diego, Orange County Public Works, and Ventura County Watershed Protection District are Associate Members of the AUTHORITY's commission; and

WHEREAS, the AUTHORITY was formed and currently exists for the purpose of enhancing the scientific foundation for management of Southern California's ocean and associated coastal watershed resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for the AUTHORITY and its member agencies to more fully understand the foregoing interrelationships; and

WHEREAS, the ELEVENTH AMENDED JPA provides that other public agencies having a power common to the Signatories to the ELEVENTH AMENDED JPA may be invited to become Associate Members of the AUTHORITY's commission with responsibilities and benefits as set forth herein; and

WHEREAS, the AUTHORITY and the LACFCD agree that the continued appointment of the LACFCD as an Associate Member of the AUTHORITY's commission would be mutually beneficial to both parties; and

WHEREAS, the AUTHORITY and the LACFCD agree that the addition of each Associate Member of the AUTHORITY's commission would be mutually beneficial to all parties.

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

1. AUTHORITY AGREES:

- a. The LACFCD's Associate Membership in the AUTHORITY is renewed for a period of five (5) years, beginning on July 1, 2026, and ending on June 30, 2031, subject to the LACFCD's annual payment of an Associate Membership fee according to the following schedule:
FY 2026/2027 = \$150,000
FY 2027/2028 = \$154,500
FY 2028/2029 = \$159,000
FY 2029/2030 = \$164,000
FY 2030/2031 = \$168,750
- b. Upon payment of the annual Associate Membership fee, the LACFCD shall have the rights of an Associate Member of the AUTHORITY's commission.
- c. To continue quarterly commission meetings and periodic scientific forums and training efforts intended to raise important issues concerning watershed management principles and to foster communication between and among the LACFCD, other Associate Members of the AUTHORITY's commission, other agencies, and the AUTHORITY's Full-Commission Members.
- d. To continue producing publications and staff reports to such extent as the commission determines to be appropriate concerning such subjects that will serve the interests of the AUTHORITY. The commission and its Executive Director will consider publications that will be of particular benefit to the LACFCD and/or will aid the general public better to understand watershed management principles that relate to waters within the jurisdictional boundaries of the LACFCD.
- e. To provide expert advice, as needed, to the LACFCD on technical and scientific issues related to stormwater and watershed management principles. Such services may also include review of technical or scientific documents produced by and/or for the LACFCD by a party other than the AUTHORITY, including but not limited to, developing scopes of work for the LACFCD's scientific studies and providing quality assurance/quality control

for the LACFCD's stormwater monitoring programs and access to the AUTHORITY's database by the LACFCD.

2. LACFCD AGREES:

- a. Upon annual invoice by the AUTHORITY, to pay an annual Associate Membership fee according to clause (1.a) to participate as an Associate Member of the AUTHORITY's commission during this AGREEMENT period covering July 1, 2026, to June 30, 2031, inclusive.
- b. To appoint a management-level individual to attend and participate in the AUTHORITY's quarterly commission meetings and a scientist-level individual to attend and participate in quarterly meetings of the commission's Technical Advisory Group as long as this AGREEMENT is still in force.
- c. To acknowledge its advisory capacity to the AUTHORITY and that as an Associate Member of the commission, it shall be entitled to discuss any matter before the commission and shall be entitled to one-quarter vote on any such matters in accordance with the TENTH AMENDED JPA.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Other than the specific responsibilities and obligations described in this AGREEMENT, the LACFCD incurs no responsibility, liability, or obligation to the AUTHORITY and/or its consultants and/or contractors. The LACFCD and/or its officials, employees, or agents will not be responsible for any damage or liability occurring by reason of any acts or omissions of the AUTHORITY and/or its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT, unless the action or inaction of the LACFCD contributes to such damages or liability.
- b. The AUTHORITY shall indemnify, defend, and hold harmless the LACFCD, the County of Los Angeles, and their respective officers, employees, and agents from and against any acts or omissions of the AUTHORITY and/or its officers, employees, and agents from all claims, demands, or liability, including legal costs occasioned by or arising out of this AGREEMENT and the activities conducted hereunder
- c. This AGREEMENT shall continue in effect for a term of five (5) years, beginning from July 1, 2026, to June 30, 2031, but in no event beyond such time as the lawful requirements of any public agency would bar the further performance of this AGREEMENT. This AGREEMENT may be terminated for convenience by the LACFCD upon giving the AUTHORITY a thirty (30)-day written notice of termination, and the LACFCD shall not be entitled

to a refund of any sum it has paid as consideration of the current Associate Membership fees as of the date notice is provided and shall not be responsible for any subsequent annual Membership fees for the period covered by this AGREEMENT. This AGREEMENT may be terminated by the AUTHORITY upon giving the LACFCD a thirty (30)-day written notice of termination in the event the LACFCD fails to pay the required Associate Membership fee to the AUTHORITY.

- d. If any provision of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- e. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- f. This AGREEMENT constitutes the entire agreement between the LACFCD and the AUTHORITY and may be modified only by further written agreement between the parties hereto.
- g. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed first-class, prepaid postage to the following addresses:

AUTHORITY: Dr. Stephen Weisberg
Executive Director
Southern California Coastal Water Research
Project Authority
3535 Harbor Boulevard, Suite 110
Costa Mesa, CA 92626

LACFCD: Mark Pestrella
Director of Public Works
Los Angeles County
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Should the AUTHORITY enter into a later AGREEMENT with another party that has the same purpose as this AGREEMENT, the AUTHORITY shall send a copy of such later AGREEMENT to the LACFCD. If, in the judgment of the LACFCD, such later AGREEMENT is more beneficial to the other party than this AGREEMENT is to the LACFCD, the AUTHORITY agrees, upon written request from the LACFCD, that this AGREEMENT be amended to include, without qualification, terms at least as favorable as those provided to the other party in such later AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on the dates hereafter as set forth.

SOUTHERN CALIFORNIA COASTAL
WATER RESEARCH PROJECT
AUTHORITY, a Joint Powers Agency:

Dated: _____

By: _____
Stephen B. Weisberg, Ph.D.
Executive Director

Attest: _____
Bryan Nece
Administrative Officer

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic:

By: _____
Chief Engineer

Dated: _____

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy