

DATE: January 21, 2020

TO: WCA Governing Board

FROM: Jeremy Munns, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 14: Consideration of a resolution to approve entering into an escrow agreement with the Sanitation Districts of Los Angeles County and US Bank for the Duck Farm Supplemental Environmental Project (SEP).

RECOMMENDATION: That the Watershed Conservation Authority (WCA) Governing Board approve entering into an escrow agreement with the Sanitation Districts of Los Angeles County and US Bank for the Duck Farm Supplemental Environmental Project (SEP) and accept funding in the amount of \$2,000,132.

PROJECT DESCRIPTION: Attached to this report is Exhibit A: Duck Farm SEP Escrow Agreement. The Duck Farm SEP, located in the City of Industry and Unincorporated LA County Avocado Heights/La Puente (See Exhibit B: Site Vicinity Map), will fund 6+ acres of additional habitat enhancement and demonstration gardens showcasing water-wise residential landscaping and interpretive exhibits to the 30+ acre River Park. The project's design and landscaping will encourage visitors to retrofit high resource-consumptive residential yards into functional sites that capture and conserve water using simple and aesthetically pleasing strategies, and will:

- show how to transition residential landscapes toward models resilient to the local climate
- demonstrate water capture strategies such as rain gardens and bioswales
- showcase drought resistant landscaping built upon a foundation of native trees and shrubs versus lawns, nonnative ornamentals, and annuals

SEP features and amenities include:

- bioswales and rain gardens
- grey water system
- infiltration galleries
- native plantings and edible landscaping
- herb and vegetable garden
- water-efficient irrigation
- permeable paving and DG walking trails
- multi-lingual interpretative signage / displays
- shade structures with water capture
- habitat enhancement

BACKGROUND: In 2006, the Los Angeles Regional Water Quality Control Board (Regional Water Board) and the Sanitation Districts of Los Angeles County (Districts) entered into a settlement agreement which required the Districts to contribute to a Supplement Environmental Project (SEP). To comply with the terms of the settlement agreement, the Districts identified the Duck Farm SEP and project proponent the WCA. On August 7, 2019, the Sanitation Districts submitted a workplan for the Duck Farm SEP, prepared by WCA, to Regional Board staff for review and comment. The workplan identifies the important public benefits of the SEP that focus on water quality improvements, water conservation, and park visitor education.

The Work Plan (see Exhibit C), to be implemented by the WCA, was approved by the Regional Water Board on September 8, 2020. In December 2020, the Sanitation Districts and US Bank approved the Escrow Agreement. The work plan targets the project to be completed 36 months from date of commencement, which will occur beginning in March 2021.

The Duck Farm SEP will augment and complement the site and area development design and improvements funded by the Duck Farm House Landscape and Water Conservation Center Project (RMC17023) and the Duck Farm River Center Development Project (RMC19013), accepted in 2018 and 2020 respectively. Project features will also expand permeable parking area, access improvements and habitat enhancements for the greater Duck Farm River Park currently under construction. WCA Governing Board approval to enter into the Duck Farm SEP and to accept funding reaffirms direction to proceed with design and construction of the Duck Farm San Gabriel River Center and Gardens enhancements to the River Park and elements outlined in the SEP agreement.

FISCAL INFORMATION: Funding for implementation of this project under the Duck Farm SEP Escrow agreement will be held with US Bank and will be released to WCA on a reimbursement basis up to the amount of \$2,000,132 over the 36-month agreement timeline.

Project funding secured to date:

Project	Funding Organization	Amount	Status
Duck Farm House Landscape and Water Conservation Center	RMC (17023)	\$891,200	Secured
Duck Farm River Center Development	RMC (19013)	\$2,024,020	Secured
Duck Farm SEP	Sanitation Districts of LA County	\$2,000,132	Pending Board Action

ESCROW AGREEMENT

Duck Farm Supplemental Environmental Project

This Escrow Agreement (“**Agreement**”) is made as of _____, 2020 (“**Effective Date**”) and is between COUNTY SANITATION DISTRICTS NOS. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, AND 34 OF LOS ANGELES COUNTY, SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY AND SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS ANGELES COUNTY, special districts organized and existing under the provisions of Health and Safety Code sections 4700 et seq. (the “**Districts**”); the WATERSHED CONSERVATION AUTHORITY, a Joint Power Authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and Los Angeles County Flood Control District, (the “**WCA**”); and U.S. Bank National Association, a national banking association, in its capacity as escrow agent (“**Escrow Agent**”). The Districts, the WCA, and the Escrow Agent are each a “**Party**” and together are the “**Parties**.”

A. On April 17, 2003, the WCA was formed in order to conduct projects that focus on providing open space, habitat restoration, and watershed improvement projects in the San Gabriel River and Los Angeles River watersheds. The WCA is a joint exercise of powers authority of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Los Angeles County Flood Control District.

B. On November 13, 2006, the Districts entered into a Settlement Agreement and Mutual Release with the Executive Officer and Prosecution Team of the California Regional Water Quality Control Board – Los Angeles Region (“**Regional Board**”) and Santa Monica Baykeeper, Inc. (which is now known as Los Angeles Waterkeeper), providing for a proposed settlement of Administrative Civil Liability (“**ACL**”) Complaint No. R4-2006-0040 under Water Code sections 13350 and 13385 (“**Settlement Agreement**”). The terms of the Settlement Agreement were thereafter approved and implemented by order of the California Regional Water Quality Control Board – Los Angeles Region (“**Regional Board**”), Order No. R4-2006-0040, on December 14, 2006 (“**ACL Order**”). A copy of the ACL Order and Settlement Agreement are attached as **Exhibit A** to this Agreement.

C. Under the Settlement Agreement, the Districts agreed, among other things, to contribute the sum of Two Million Two-Hundred Thousand Dollars (\$2,200,000.00) (the “**Districts’ SEP Contribution**”) to a Supplemental Environmental Project (“**SEP**”) for the development of the San Gabriel River Discovery Center Project (“**Discovery Center SEP**”). The Settlement Agreement further provides for the alternate disposition of the Districts’ SEP Contribution if the Discovery Center SEP cannot be performed or completed for any reason, as determined by the Executive Officer of the Regional Board (“**Regional Board’s Executive Officer**”) based on consultation with the WCA and the Districts’ Chief Engineer and General Manager (“**Chief Engineer**”). The unspent portion of the penalty amount would be paid to another approved “Emerald Necklace” SEP upon the direction of the Executive Officer after consultation with the Chief Engineer.

D. On February 14, 2007, the Districts, WCA and the San Gabriel River Discovery Center Authority (“**DCA**”) entered into an escrow agreement (“**Discovery Escrow**”) with the Escrow Agent for the Discovery Center SEP. That Escrow Agreement was further refined and amended on December 17, 2015 with the First Amended Escrow Agreement (“**Amended Discovery Escrow**”).

E. On June 24, 2016, WCA and DCA requested approval for disbursement of funds for the Discovery Center SEP. On July 28, 2016, that request was approved by the Districts. Subsequent to that action, a disbursement of \$199,868 was made from the original \$2.2 million in the General Escrow Fund, leaving a balance of \$2,000,132.

F. In a letter dated July 1, 2019, the DCA and WCA informed the Districts that the Discovery Center SEP cannot move forward at this time, due to issues related to the Whittier Narrows Dam Safety Modification Study, which was being conducted by the United States Army Corps of Engineers (“**Army Corps**”). This notification was provided in accordance with the requirements of Section 3.1 of the Amended Discovery Escrow.

G. In a letter dated July 8, 2019, the Chief Engineer informed the DCA and WCA that she had made a determination that the Discovery Center SEP cannot be performed or completed, per Section 4.2.a of the Amended Discovery Escrow. On the same day, in a separate letter also dated July 8, 2019, the Chief Engineer informed the Regional Board’s Executive Officer of her finding that the Discovery Center SEP was no longer feasible, in accordance with the requirements of Section 4 of the Settlement Agreement and Section 4.2(a) of the Amended Discovery Escrow.

H. Pursuant to Section 4.7 of the Amended Discovery Escrow and Section 4 of the Settlement Agreement, on February 20, 2020 the Regional Board’s Executive Officer sent a letter to the Districts’ Chief Engineer conveying her determination that the Discovery Center SEP cannot be performed or completed, based on the July 8, 2019 letter from the Districts’ Chief Engineer and the July 1, 2019 letter from the WCA and DCA. Pursuant to the terms and provisions of the Settlement Agreement, the Regional Board stated that there is no “Emerald Necklace” SEP on the Regional Board’s SEP list, and directed the Districts to submit a proposed workplan for an alternative “Emerald Necklace” SEP for the Regional Board’s consideration on or before March 20, 2020.

I. The Districts researched potential “Emerald Necklace” projects and determined that the Duck Farm SEP, which, upon Regional Board approval, will be carried out by the WCA within the Duck Farm River Park, meets the eligibility requirements for proposed SEP funded elements and the project can be completed in a timely manner. On March 20, 2020, the Districts submitted to the Regional Board for approval a proposed workplan for the Duck Farm SEP, for elements estimated to cost \$2,000,132 (the “**Duck Farm SEP Workplan**”). The Duck Farm SEP Workplan was approved by the Regional Board Executive Officer on September 8, 2020, and a copy of the letter (“Regional Board Approval Letter”) and Workplan are attached as **Exhibit B** to this Agreement.

J. It is the intent of the Parties to use funds from the San Gabriel River Discovery Center at Whittier Narrows Supplemental Environmental Project General Escrow Account for

construction of the Duck Farm SEP, and funds deposited in the Discovery Center SEP Interest Sub-Account shall be transferred to the Duck Farm SEP interest sub-account for use in accordance with the terms of this Escrow Agreement.

The Parties therefore agree as follows:

1. Representatives. The Districts and the WCA shall each designate one individual to serve as its representative under this Agreement (“**Representative**”). The Representative for the Districts will be the Chief Engineer. The Representative for the WCA will be the WCA’s Executive Officer (the “**WCA’s Executive Officer**”). Any Party may change their Representative by giving the other Parties written notice. By executing this Agreement, the Parties represent and warrant that:

1.1 Each person designated as a Representative by that Party will at all times have the full power and authority to take all actions on behalf of that Party, and

1.2 The Representative of that Party is authorized to act on that Party’s behalf under this Agreement and that instructions, consents, and other actions under this Agreement will be valid if signed by the Representative of that Party.

2. Administration.

2.1 Transfer of Funds.

The Escrow Agent shall deposit funds transferred to the Escrow Agent from the Discovery Center SEP Fund into a separate general escrow account named the “**Duck Farm SEP Fund**” and a separate sub-account within the Duck Farm SEP Fund to account for the deposit and disbursement of interest earnings on the funds in the Duck Farm SEP Fund, to be named the “**Duck Farm SEP Interest Sub-Account.**” The purpose of the Duck Farm SEP Fund is to obtain, hold, administer, invest, reinvest, and disburse the Districts' SEP Contribution and the earnings thereon, solely as provided below.

2.2 Investment of Funds.

a. The Escrow Agent shall invest the funds in the Duck Farm SEP Fund in such investments, certificates of deposits, bank accounts or money market funds as directed in writing by the Districts. In the absence of any written direction, the Escrow Agent shall invest and reinvest the funds in the Duck Farm SEP Fund in the U.S. Bank Money Market Account (CUSIP Number DDAFC5). The Escrow Agent may make any investments through its trust or investment department, or any other bank affiliated with the Escrow Agent. All interest and earnings from investments must be deposited into the Duck Farm SEP Interest Sub-Account .

b. The District shall furnish the Escrow Agent with written instructions to sell any investments to make any disbursements pursuant to Section 2.5 from the Duck Farm SEP Fund required under this Agreement. If no instructions are received, the Escrow Agent may sell or liquidate any investments held in the Duck Farm SEP Fund as necessary for those disbursements. The Escrow Agent will not be liable for any loss from any investments made

by the Escrow Agent in accord with this Agreement except if caused by Escrow Agent's own negligence or willful misconduct.

c. The Representatives acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Representatives the right to receive brokerage confirmations of security transactions as they occur, the Representatives will not receive those confirmations to the extent permitted by law unless specifically requested by the Representatives. The Escrow Agent shall furnish monthly transaction statements that must include detail for all investment transactions made by the Escrow Agent under this Agreement.

2.3 Disbursement of Interest and Earnings of Duck Farm SEP Fund. The Escrow Agent shall disburse all interest and earnings of the Duck Farm SEP Interest Sub-Account of the Duck Farm SEP Fund pursuant to the joint written instructions of the other Parties, as follows:

- a. To the Escrow Agent in payment of its fees and administrative expenses;
- b. The remaining balance to the Districts.

2.4 Authority to Sell a Portion of Investments to Pay Escrow Agent. If the interest and earnings in the Duck Farm SEP Interest Sub-Account of the Duck Farm SEP Fund are insufficient to cover the Escrow Agent's fees and administrative expenses, then the Districts shall pay those fees and expenses directly to the Escrow Agent upon written request of the Escrow Agent. If Escrow Agent's fees and administrative expenses are not promptly paid, then Escrow Agent may sell a portion of the investments held in the Duck Farm SEP Fund as necessary and reimburse itself from the sale proceeds.

2.5 Disbursement of Principal from the Duck Farm SEP Fund.

a. The Escrow Agent shall make payments of principal from the Duck Farm SEP Fund in accordance with the following instructions:

- (i) Pursuant to the terms, requirements and provisions of this Agreement; or
- (ii) As directed jointly in writing by the Representatives of the WCA and the Districts; or
- (iii) To the Districts upon termination of the Duck Farm SEP Fund in accordance with Section 2.8 of this Agreement.

b. Payments of principal from the Duck Farm SEP Fund shall be made within 5 business days of receipt of instructions in accordance with Paragraph (a).

2.6 Reporting.

a. **Monthly Reporting.** The Escrow Agent shall submit its customary monthly account statement for the Duck Farm SEP Fund to the Districts and the WCA.

b. **Annual Reporting.** The Escrow Agent shall deliver to each Representative an annual statement showing the income and disbursements of the Duck Farm SEP Fund for the preceding calendar year within 60 days after the end of each calendar year.

c. **Final Report.** Within 30 days following the termination of the Duck Farm SEP Fund in accordance with the terms and provisions of Section 2.8, below, the Escrow Agent shall deliver a final account statement of any final income and disbursements made as part of the termination process.

2.7 **No Authority to Conduct Business.** The purposes of the Duck Farm SEP Fund are limited to the matters set forth in this Agreement.

2.8 **Termination of the Duck Farm SEP Fund.**

a. The Duck Farm SEP Fund and this Agreement will terminate upon any of the following:

(i) The disbursement of the last of the funds from the Duck Farm SEP Fund as provided in this Agreement and the Escrow Agent's receipt of written notice from the Districts that all the provisions of Section 4 are completed to the satisfaction of the Chief Engineer; or

(ii) The Escrow Agent's receipt of written notice from the Districts that the Chief Engineer has determined that the Duck Farm SEP cannot be performed or completed; or

(iii) The Escrow Agent's receipt of written notice from the Districts and the WCA that the Duck Farm SEP has been completed and funds remain in the Duck Farm SEP Fund.

b. Upon termination of the Duck Farm SEP Fund, all remaining funds must be paid within ten (10) days following receipt of written instructions provided by the Districts.

c. Termination under this section may occur at any time that funds remain in the Duck Farm SEP Fund.

3. **Miscellaneous.**

3.1 **Notices.** Any notice, request, direction, instruction or other communication (collectively "**Notice**") required or permitted to be made or given by any Party must be in writing, and otherwise in accordance with this Agreement. Notice must be delivered (i) by hand, with signed delivery receipt required; (ii) by U.S. Mail; (iii) by facsimile; (iv) by overnight mail or courier service, or (v) by electronic mail followed with U.S. Mail, and will be deemed to have been made or given as of the time and date of receipt, if by hand or facsimile, or

the time and date of mailing, if by mail or electronic mail. The time to respond to any Notice will commence to run upon the date of actual delivery to the appropriate address. Any Party may change its designation of address upon written notice to the other parties.

Any Notice to Escrow Agent must be addressed as follows:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust Services
Ms. Lauren Costales
Electronic mail: Lauren.Costales@usbank.com

Any Notice to the Districts must be addressed as follows:

County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601-1400
Fax: (562) 695-8660
Telephone: (562) 699-7411
Attn: Robert Ferrante
Chief Engineer and General Manager
Electronic mail: rferrante@lacsdc.org

Any Notice to the WCA must be addressed as follows:

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Fax: (626) 815-1269
Telephone: (626) 815-1019
Attn: Mark Stanley, Executive Officer
Electronic mail: mstanley@rmc.ca.gov

3.2 Governing Law. This Agreement will be administered, construed and enforced according to the laws of the State of California applicable to agreements performed entirely in California.

3.3 Attorneys' Fees. If any action or proceeding is commenced by any Party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing Party in that action or proceeding, including any bankruptcy, insolvency or appellate proceedings, will be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, expenses, and court costs, in addition to any other relief awarded by the court.

3.4 **Amendment; Complete Agreement.** All amendments and supplements to this Agreement must be in writing and executed by the Districts, the WCA, and the Escrow Agent. This Agreement contains the entire agreement and understanding between the Parties concerning the Duck Farm SEP Fund and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by any of the Parties concerning the Duck Farm SEP Fund or the other matters which are the subject of this Agreement, including the original Escrow Agreement and the Amended Escrow Agreement.

3.5 **Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders will be deemed to include the masculine, feminine and neuter. The descriptive heading for each Section and Subsection of this Agreement will not affect the interpretation or the legal efficacy of this Agreement. Except as expressly provided in this Agreement, neither the act of entering into this Agreement nor any contribution to the Duck Farm SEP Fund nor any action taken under this Agreement constitutes an admission of any liability or fault on the part of any Party with respect to the Duck Farm SEP or otherwise, nor does it constitute a commitment or agreement, either expressed or implied, by any or all of them to undertake any further activities with respect to the Duck Farm SEP.

3.6 **Severability.** If any provision of this Agreement or its application to any person or entity or in any circumstance is deemed invalid or unenforceable, the application of that provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Agreement will not be affected by that invalidity or unenforceability.

3.7 **Waiver.** No waiver by the Districts, the WCA or the Escrow Agent of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement will be effective unless such waiver is in writing and signed by the Party charged with the waiver.

3.8 **Third Parties.** Except as expressly provided in this Agreement, nothing contained in this Agreement will create any rights in any person or entity not a Party to this Agreement.

3.9 **Duplicate Originals.** This Agreement may be executed as duplicate originals, each of which will be deemed an original, but all of which together will constitute one and the same instrument when delivered to the Escrow Agent by the Districts and the WCA.

3.10 **Execution.** This Agreement will be binding on the Escrow Agent, the Districts, and the WCA upon the due execution of this Agreement by the Representatives of each Party.

4. Provisions Applicable to the Districts and WCA Only.

4.1 **Applicability.** The provisions of Section 4 are agreements between the Districts and the WCA only, and do not apply to the Escrow Agent.

4.2 Authorization to Disburse Funds.

a. The disbursement of funds by the Escrow Agent is expressly contingent upon the Districts' determination that the following conditions have been and are continuing to be satisfied:

(i) The Duck Farm SEP continues to qualify as a Regional Board-approved SEP (see section 4.2b); and

(ii) The Duck Farm SEP can be performed or completed (see section 4.2c).

b. **Qualification as Regional Board-Approved SEP.** The Districts shall promptly notify the WCA of any questions or concerns raised by the Regional Board or the Regional Board's Executive Officer related to the Duck Farm SEP's continuing qualification as a Regional Board-approved SEP.

c. **Districts' Determination that Duck Farm SEP Cannot be Performed or Completed.** Prior to issuing any final determination that the Duck Farm SEP cannot be performed or completed, the Districts shall in good faith meet and confer with representatives of the WCA. The Districts shall notify the WCA of the Districts' preliminary determination and call for a meeting to be conducted within 14 calendar days after the date of the notice. If the Districts, after meeting and conferring with the WCA, issues a final determination that the Duck Farm SEP cannot be performed or completed, then the WCA will have 14 calendar days after the date of the written determination to request mediation pursuant to Section 4.11.

4.3 **Schedule of Expenditures.** Upon the Districts' written determination that the conditions described in Section 4.2a of this Agreement have been satisfied, the WCA shall submit to the Districts a proposed written schedule of activities and expenditures of Duck Farm SEP funds, and shall update that written schedule of activities and expenditures after contracts are awarded, when change orders are approved, or when any other material change in the scope of work is planned. The proposed schedule of expenditures must describe the scope of work and amount of funds needed for all costs and fees related to the Duck Farm SEP, including for permitting, staff costs, and any design professionals, consultants, contractors, or subcontractors. The schedule and work to be performed must be described in detail to the satisfaction of the Chief Engineer for approval.

4.4 **Disbursement.** No more often than monthly, the WCA shall submit to the Districts a detailed accounting of and supporting documentation for actual work and expenditures made specifically for the Duck Farm SEP Workplan elements ("SEP Invoices") since the last invoice. The Districts shall review and approve or reject each of the expenditures in writing to the WCA and Escrow Agent within thirty (30) calendar days from the date a SEP Invoice is issued.

a. **Documentation** - documentation of the expenditures shall include, but is not limited to, invoices for payments to vendors or contractors performing work on the SEP or providing consulting or contracted services (such as environmental or information technology), documentation for personnel time, or supporting documentation for any other expenditures made to implement the Duck Farm SEP.

b. **Approval** - The Districts' written approval of all or part of the SEP Invoices will constitute joint written instructions to the Escrow Agent. The Districts shall not unreasonably withhold approval of reimbursement of actual expenditures.

c. **Rejection** - If the Districts reject one or more expenditures identified in a SEP Invoice, the Districts shall provide the WCA with a written notice including an explanation and any documentation that supports the rejection. The WCA will have ten (10) calendar days to provide any additional documentation, information or clarification which the WCA believes warrants reversal of the Districts' decision. The Parties shall have forty-five (45) calendar days after the date of submittal of the supplemental information to resolve the dispute administratively. However, if after the forty-five day period, the Districts uphold a decision to reject an expenditure, the WCA shall have ten (10) calendar days after the date of notice to issue a written request to refer the matter to dispute resolution as provided under Section 4.11 and the disbursement of disputed funds will be suspended. The Districts shall not withhold any undisputed funds.

4.5 **Limitations on Expenditures.** The WCA shall use the principal funds received from the Duck Farm SEP Fund only for the purpose of completing the project elements described in the approved Duck Farm SEP Workplan and only according to the terms of the ACL Order. The WCA shall not use any portion of the Duck Farm SEP Fund for fund raising or public relations efforts, or for any Duck Farm SEP elements that have not received prior approval by the Districts. If, as a result of any audit initiated under Section 4.6 of this Agreement, it is determined that any expenditure previously approved under subsection (a) of Section 4.4 was improper and approved by the Districts in reliance upon any misrepresentation by the WCA and/or their respective officers, agents or employees, the WCA shall immediately return the improperly expended sums to the Districts along with the cost of the audit as specified under subsection (c) of Section 4.6 and any other actual costs, damages, and penalties, as may be incurred by the Districts as a result of the misrepresentation.

4.6 **Accounts and Audit.**

a. In accordance with the requirements of page 3 of the Regional Board Approval Letter, within 90 days after completion of the Duck Farm SEP, the Districts shall arrange and bear the cost of preparation of an independent third-party final financial audit report following completion of the project. This audit will be prepared in accordance with any guidance or procedures that may be provided by the Regional Water Board, in order to obtain an independent third party's professional opinion regarding whether the Districts expended SEP funds in the amount claimed. Upon request via written notice of intent provided at least five (5) business days prior to commencement, the WCA and its agent shall make available to the independent third-party auditor the relevant books, accounts, and records pertaining to the project during normal business hours. The WCA and its agent shall fully cooperate with this request to the fullest extent feasible to ensure timely completion of this review.

b. In addition to the final financial audit report of the project described in Section 4.6(a), the Districts may request a separate financial audit of WCA's use of SEP funds at any point during project construction. The WCA shall make available to the Districts or an agent of the Districts the relevant books, accounts, and records, during normal business hours,

provided the Districts deliver to the WCA written notice of intent to audit at least five (5) business days prior to commencement of audit. Auditors engaged by the Districts to conduct any audit, whether as employees of the Districts or independent contractors, must have a minimum of two (2) years experience conducting audits for public agencies.

c. The Districts shall bear the cost of the audit referred to in Section 4.6b, above, except that, if any of the following conditions exist, the WCA shall pay the full cost of the audit:

(i) The audit reveals variance of more than two percent (2%) between the schedule of expenditures or any amendments approved under Section 4.3 and the actual amounts of expenditures; or

(ii) Any portion of the Duck Farm SEP Funds have been used for something other than the elements specified in the approved Duck Farm SEP Workplan or for any expense that had not received approval by the Districts; or

(iii) The WCA has failed in a material way to maintain true and complete books, records, accounts, and supporting source documents in accordance with this Agreement.

4.7 Alternative Disposition of SEP Funds. The WCA understands that, under the Settlement Agreement, the Regional Board's Executive Officer has the authority to determine that the Duck Farm SEP cannot be performed or completed, and can direct that the funds designated for the Duck Farm SEP be paid to another approved "Emerald Necklace" SEP, or to an alternate SEP from the Regional Board's approved SEP list if there is no approved "Emerald Necklace" SEP. In the event of such determination, the Districts shall give prompt written notice to the WCA Executive Officer that the Duck Farm SEP cannot be performed and the principal in the Duck Farm SEP Fund will be dispensed in accordance with the provisions of Section 2.8.

4.8 Publicity. In accordance with the requirements of page 3 of the Regional Board Approval Letter, if either the Districts or the WCA publicizes the Duck Farm SEP or the results of the SEP, it shall state in a prominent manner that the Duck Farm SEP is being undertaken as part of a Settlement Agreement with the Regional Water Board.

4.9 Monthly Reporting. Within ten (10) calendar days after the close of each month, the WCA shall submit to the Districts a summary of project activities performed in the prior month and project activities proposed to be performed during the remainder of the calendar month and in the following calendar month. This information will be used by the Districts in preparation of quarterly and annual reports that are required to be submitted to the Regional Board per the ACL Order, the Settlement Agreement, and the requirements of the Workplan and page 2 of the Regional Board Approval letter.

4.10 Final Report. In accordance with the requirements of page 3 of the Regional Board's letter approving the Workplan, within (60) days after the completion of the Duck Farm SEP in accordance with the approved Duck Farm SEP Workplan, WCA shall submit

to the Districts a summary of all project activities performed as part of the project, including, but not limited to, all of the following:

- a. Evidence that the Duck Farm SEP has been completed consistent with the approved Workplan and milestone schedule, including how the expected outcome(s) or performance standard(s) for the project were met, and documentation such as photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Districts and the Regional Water Board to evaluate the completion of the Duck Farm SEP and the costs incurred by the WCA;
- b. Certification by the WCA, under penalty of perjury, that WCA followed all applicable environmental laws and regulations in the implementation of the Duck Farm SEP, including, but not limited to, the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Water Quality Control Act; and
- c. Any other information or documentation requested by the Districts to assist in preparation of the Certification of Completion Report required by the Regional Board.

4.11 **Further Assurances.** The WCA shall execute and deliver any instruments and perform any actions that may be necessary, or reasonably requested, in order to give full effect to this Agreement. The WCA will use all reasonable efforts to provide any information, execute any further instruments and documents, and take any action reasonably requested by the Districts or the Regional Board, in accordance and consistent with the provisions of this Agreement, the ACL Order, or the Settlement Agreement, for the purpose of carrying out the intent of this Agreement.

4.12 **Resolution of Disputes.** The Parties shall meet and use their best efforts to resolve any dispute, claim, question or disagreement (a "**Dispute**") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, Representatives of the Parties shall consult and negotiate with each other in good faith and attempt to reach an equitable solution satisfactory to all parties. If the Parties do not reach such a solution within a period of thirty (30) calendar days after the first meeting regarding a Dispute, any Party may request a voluntary mediation of the Dispute to be held within thirty (30) days after the request for mediation. If mediation is not requested or is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Each Party will bear its own respective costs for resolving any Dispute, except that if a legal action is filed then attorneys' fees and costs are governed by Section 3.3.

4.13 **Notices to the Regional Board.** To ensure that the Regional Board is kept apprised of the status of the expenditures of sums for the SEP, the Districts shall transmit the following documents to the Regional Board:

- a. A fully-executed copy of the final version of this Agreement, and any amendments, within seven calendar days of execution; and
- b. A copy of each statement received from the Escrow Agent, pursuant to sections 2.6 and 2.9, within seven calendar days of receipt thereof.

- c. Notices to the Regional Board will be sent to:

Enforcement Unit Chief (presently Russ Colby)
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Electronic mail: Russ.Colby@waterboards.ca.gov

4.14 **Indemnity.** WCA shall indemnify, defend, and hold harmless the Districts, their directors, officers, employees, representatives, agents, and assigns, from any and all claims, actions, demands, liabilities, losses, damages, injuries to persons or property, costs and expenses (including without limitation reasonable attorneys' fees, expert fees, and court costs, fines, penalties, and administrative civil liabilities) (collectively "Claims") that arise out of or relate to the Duck Farm SEP or this Agreement, except for Claims arising out of the negligence or willful misconduct of the Districts.

4.14 **Insurance.**

a. Comprehensive General Liability Insurance. WCA and their contractors shall obtain and keep in full force throughout the terms of this agreement, a policy of Comprehensive General Liability insurance covering the Districts from claims for personal and bodily injury, death, and property damage arising out of or related to the Duck Farm SEP. This insurance must provide minimum policy limits of Three Million Dollars (\$3,000,000) per occurrence. The general aggregate limit shall be twice the required occurrence limit. The deductible shall not be greater than One Hundred Thousand Dollars (\$100,000). The policy shall name the Districts as an additional insured. The endorsement(s) must not exclude Products/Completed Operations. The endorsement(s) shall explicitly state that for any claims related to the Duck Farm SEP, additional insured coverage for the Districts shall be primary and non-contributing to any insurance or self-insurance maintained by the Districts, without restriction. WCA shall maintain the specified Comprehensive General Liability Insurance limits throughout the duration of this Agreement.

b. Automobile Insurance. WCA shall also cause their contractor to obtain and keep in full force automobile liability coverage in an amount not less than \$1 million per accident for bodily injury and property damage. The automobile policy shall name the Districts as an additional insured. WCA shall maintain the specified Automobile Insurance limits throughout the duration of this Agreement.

c. Workers' Compensation Insurance. WCA shall also cause their contractors to obtain and keep in full force worker's compensation coverage for all their employees as required by the State of California, with a limit of no less than \$1 million for Employers' Liability covering bodily injury and disease. WCA shall maintain the specified Workers' Compensation Insurance limits throughout the duration of this Agreement.

d. Contractors' Insurance. WCA shall cause all contractors for the Duck Farm SEP to name the Districts as additional insured for the coverages and limits described in the three paragraphs above. Each contractor must maintain the specified insurance

limits throughout the duration of construction of the Duck Farm SEP. The Districts reserve the right to amend the insurance requirements if deemed appropriate and within reason.

e. Verification of Coverage. WCA shall furnish the Districts with certificates of insurance and verify coverage of their contractors. The Districts reserve the right to full copies of all policies (including endorsements and applicable policy language) required by this Agreement within ten (10) days of Districts' request. WCA shall require their contractors to provide certificates of insurance prior to the Notice to Proceed with any contractor.

f. Notice. Each insurance policy required by this Agreement must provide that coverage and must not be canceled without thirty (30) days' notice to the Districts.

5. Escrow Agent Assignment and Successors.

5.1 **Vacancy Caused by Resignation or Removal.** The Escrow Agent may resign at any time by delivering its resignation in writing to the other Parties. The other Parties may remove the Escrow Agent at any time by delivering joint notice of removal in writing to the Escrow Agent. Resignation or removal will take effect sixty (60) days after delivery of the notice of resignation or removal, or upon the acceptance of appointment in writing by a successor escrow agent, whichever is earlier.

5.2 **Appointment of Successor Escrow Agent.** A successor escrow agent will be appointed by the Districts and the WCA upon the resignation or removal of the Escrow Agent. In the absence of an appointment within sixty (60) days of resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to make an appointment and the costs, expenses and attorney's fees which Escrow Agent incurs in connection with such petition will be paid by the Districts.

5.3 **Acceptance of Appointment by Successor.** Acceptance of appointment as a successor escrow agent must be in writing and will become effective upon receipt by the Districts and the WCA of notice of acceptance. Each successor escrow agent will have all of the rights, powers, duties, authority, and privileges as if initially named as the Escrow Agent. Upon the acceptance of appointment of any successor escrow agent, the Escrow Agent shall deliver all assets, documentation, and other property of the Duck Farm SEP Fund in its possession, custody, or control to such successor escrow agent. After selection of a successor escrow agent, the Escrow Agent shall reasonably cooperate in meeting any reasonable requests for information or other assistance made by the Districts or the WCA to the Escrow Agent with respect thereto and any other subject matter of this Agreement. The provisions of this section survive the resignation or removal of the Escrow Agent.

5.4 **Automatic Succession.** Any bank or company into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or company to whom Escrow Agent may sell or transfer all or part of its escrow business, will be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of the Parties to this Agreement.

6. Escrow Agent Compensation and Liability.

6.1 **Compensation.** The Escrow Agent shall receive compensation from the Districts for, and administrative expense reimbursement with respect to, its services rendered in connection with the administration of the Duck Farm SEP Fund based on the schedule attached hereto as Exhibit C. The Escrow Agent's compensation will be paid from the interest earned on Districts' SEP Contribution, as provided in Section 2.3 of this Agreement, and if that interest is insufficient, as provided in Section 2.4 of this Agreement, the Escrow Agent's compensation will be paid directly by the Districts. The Districts shall indemnify and hold the Escrow Agent harmless from and against any losses, costs, claims, expenses and liabilities, including fees and expenses of its counsel incurred by the Escrow Agent in the acceptance of this Agreement by the Escrow Agent and performance of the Escrow Agent of the duties and obligations of the Escrow Agent hereunder. The Escrow Agent shall have a first lien upon all moneys and investment held under this Agreement for such compensation and expenses.

6.2 **Bond and Liability.**

a. Escrow Agent. The Escrow Agent will not be required to furnish any bond or surety. The Escrow Agent acts solely as Escrow Agent on behalf of the Districts and the WCA and has solely an agency and not a fiduciary relationship with Districts and the WCA. The Escrow Agent will not be required to defend any legal proceedings that may be instituted against the Escrow Agent with respect to the subject matter of this Escrow Agreement (except legal proceedings arising out of the Escrow Agent's negligence or willful misconduct) unless the Escrow Agent is requested to do so by the Districts or the WCA and is indemnified to the Escrow Agent's satisfaction against the cost and expense of such defense. The Escrow Agent shall not be required to institute legal proceedings of any kind. Any Party that makes such a request to the Escrow Agent hereby agrees to indemnify and hold the Escrow Agent harmless for and against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, counsel fees, and disbursements that may be imposed upon or incurred by the Escrow Agent in connection with the Escrow Agent's appointment hereunder or performance of its duties herein, including any litigation arising from this Escrow Agreement or involving the subject matter hereof or the monies or other property deposited hereunder except that such other parties do not agree to defend, indemnify, or hold the Escrow Agent harmless for the Escrow Agent's negligence or willful misconduct. The Escrow Agent will not incur any liability, personal or corporate, of any nature in connection with any act or omission, unless involving its negligence or willful misconduct, in the administration of the Duck Farm SEP Fund or otherwise pursuant to this Agreement.

b. Other Parties. Escrow Agent represents and warrants that it has full authority to enter into and perform its obligations under this Agreement and to perform all of its duties in accordance with customary and usual procedures employed by institutions acting as escrow agents in accordance with the Escrow Agent's own practices.

6.3 **Limitations on the Escrow Agent's Duties and Liabilities.** The Escrow Agent's acceptance of its duties under this Agreement is subject to the following terms and conditions which together with any other provision in this Agreement limiting the Escrow Agent's liabilities, will govern and control with respect to its rights, duties, liabilities and immunities:

a. The Escrow Agent will have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall not be subject to, or obliged to recognize, any agreement between any of the other Parties, or any direction or instruction of any or all of the other Parties, except as provided for in this Agreement. In the event that the Escrow Agent receives written instructions from the Representatives and there is a discrepancy between those instructions and prior written instructions, the Escrow Agent may rely upon the instructions received most recently by the Escrow Agent. If the Escrow Agent is uncertain as to the actions to be taken by it or as to its duties or rights or receives instructions with respect to its duties which, in its opinion, are in conflict with any of the provisions of this Agreement, then the Escrow Agent shall adhere to the terms of this Agreement and refrain from taking any action other than to keep property held by it safe as Escrow Agent until directed otherwise in writing by all other Parties or by an order or judgment of a court of competent jurisdiction.

b. The Escrow Agent will not be liable for assuming the due execution and the validity and effectiveness of any written notice, agreement, verification, instruction, or other paper or document delivered to or deposited with it and the truth of any information contained therein, which it in good faith believes to be genuine, and the Escrow Agent will be fully protected in acting in accordance with any written instructions given to the Escrow Agent and believed by the Escrow Agent to have been signed by the proper parties.

c. The Escrow Agent will not be liable for any loss of or depreciation in the value of the cash or property comprising the Escrow Fund including, without limitation, any loss caused by closure or failure of a bank, except if caused by the Escrow Agent's own negligence or willful misconduct.

d. The Escrow Agent will not be liable for damage resulting from the willful or negligent acts or omissions or failures to perform of any third party, including the failure of any means of communications, the closing of or other unavailability of a bank or trust company, the loss of any documents in the mails, or the failure of any delivery service to deliver as instructed.

e. The Escrow Agent will not be liable to any person for the failure of another Party or Representative to perform any of the acts or duties which are referred to in or contemplated by this Agreement.

f. The Escrow Agent has no responsibility with respect to the construction or operation of the Duck Farm SEP.

g. The Escrow Agent may consult with counsel concerning any of its duties or responsibilities under this Agreement.

h. The Parties hereto (other than the Escrow Agent) authorize and request the Escrow Agent enter into this Agreement.

The Parties are executing this Agreement as of the Effective Date.

ERRATA SHEET FOR ESCROW AGREEMENT**Duck Farm Supplemental Environmental Project**

Errata Date: _____

The following corrections are made to Escrow Agreement dated _____, by and between the Districts, the WCA and the Escrow Agent, as those terms are defined in the Escrow Agreement.

These corrections address minor typographical errors in the Escrow Agreement and do not constitute substantive changes:

1. Section 4.13(b) (Page 11) – The reference to “sections 2.6 and 2.9” is hereby deleted and replaced with “section 2.6”; and
2. Section 4.14 Insurance (Page 12) – The reference number for this section is hereby changed from 4.14 to 4.15.

Except as specifically provided herein, the remainder of the Escrow Agreement shall remain in full force and effect as written.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Lauren Costales
Assistant Vice President

[Signatures continue on next page]

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

By: _____
Chief Engineer and General Manager

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

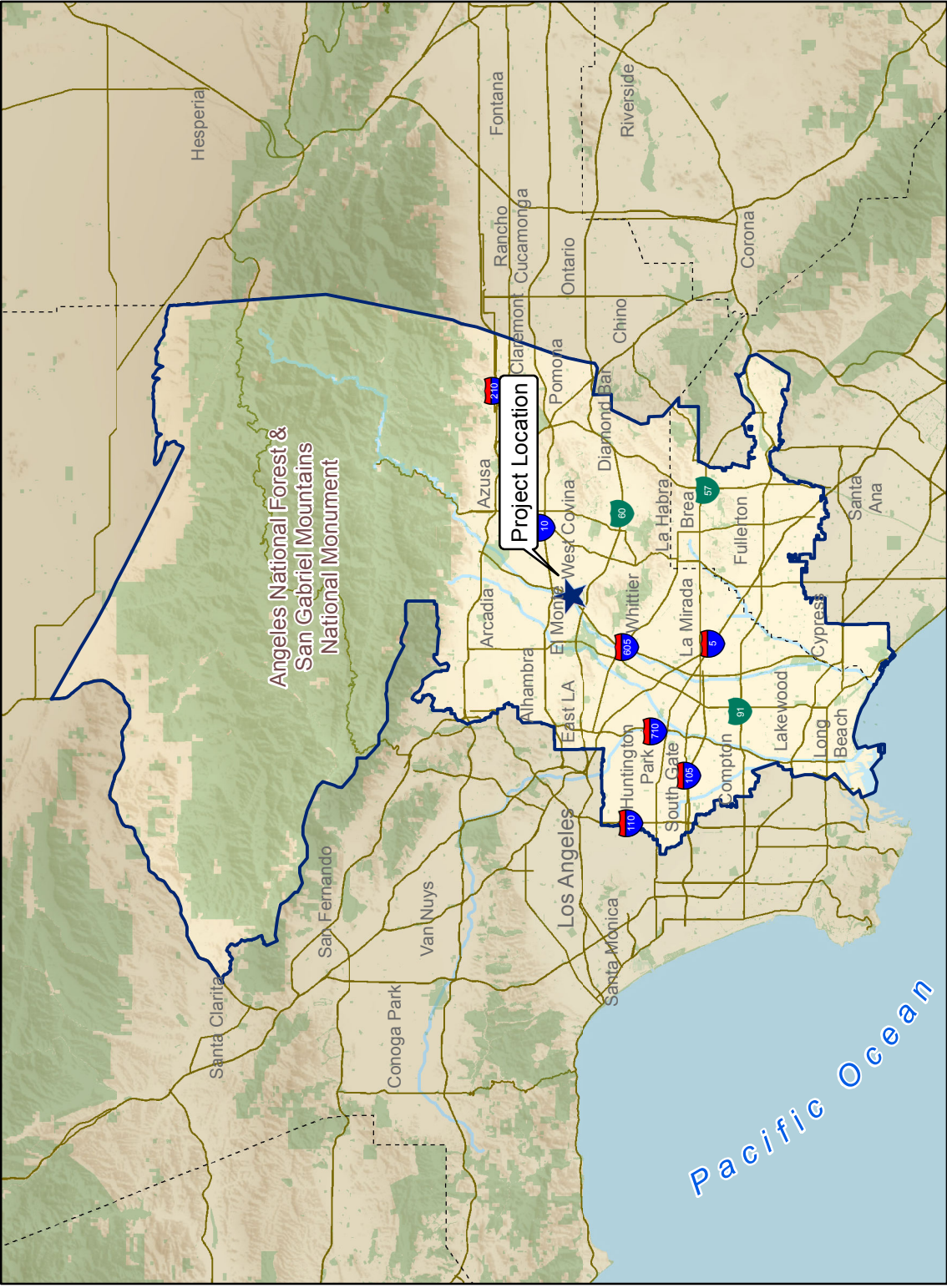
By: _____
District Counsel

WATERSHED CONSERVATION AUTHORITY

By: _____
Executive Director

ATTEST:

By: _____
Secretary



- Legend**
- RMC Territory
 - Protected Open Space
 - Rivers and Water Bodies
 - County Boundary
 - Freeways



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

March 20, 2020

File No. 31-370-.40.4A

Via Electronic Mail

Ms. Renee Purdy, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Dear Ms. Purdy:

**Final Workplan for Duck Farm Supplemental Environmental Project
(Duck Farm SEP) - Administrative Civil Liability Complaint No. R4-2006-0040**

On November 13, 2006, California Regional Water Quality Control Board, Los Angeles Region (Regional Board) and Santa Monica Baykeeper (now called Los Angeles Waterkeeper) entered into a settlement agreement and mutual release, as documented in Administrative Civil Liability Complaint No. R4-2006-0040 (Settlement Agreement) with the County Sanitation Districts of Los Angeles County (Sanitation Districts).¹ In the Settlement Agreement, the Sanitation Districts agreed to fund various Supplemental Environmental Projects (SEPs), including the San Gabriel River Discovery Center (Discovery Center) at Whittier Narrows, led by the Watershed Conservation Authority (WCA). As documented in previous quarterly reports and a final letter sent to the Regional Board on July 8, 2019, the Sanitation Districts eventually made the determination that the Discovery Center SEP could not be performed or completed, per Section 4.2a of the Escrow Agreement. In response, we recently received a letter from you dated February 20, 2020, stating that you have determined that the Discovery SEP cannot be performed or completed, and requesting submittal of a final workplan for an alternative “Emerald Necklace” SEP in the amount of \$2,000,132 within 30 days.

By way of background, according to Section 4 of the Settlement Agreement, the unspent portion of the Discovery Center funds shall be paid to another approved “Emerald Necklace” SEP Project and, if there is no “Emerald Necklace” project on the approved SEP list, the Sanitation Districts may submit a proposed workplan for an alternative “Emerald Necklace” SEP. Otherwise, the Sanitation Districts and Regional Board may mutually select an alternate SEP from the list of approved SEPs. In the event that no alternative SEP(s) are agreed upon, the remaining funds shall be paid to the State Water Resources Control Board’s Cleanup and Abatement Account.

After researching potential SEPs to find a feasible and timely replacement project that meets the requirements of the Settlement Agreement and, to the extent feasible, follows the requirements of the State Water Resources Control Board’s 2017 SEP Policy, the Sanitation Districts identified the Duck Farm Supplemental Environmental Project (Duck Farm SEP), which is an Emerald Necklace project for which

¹ County Sanitation Districts Nos. 1, 2, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, and 34 of Los Angeles County, South Bay Cities Sanitation District of Los Angeles County, and Santa Clarita Valley Sanitation District of Los Angeles County are parties to the Settlement Agreement.

Ms. Renee Purdy, Executive Officer

-2-

March 18, 2020

the project proponent is the WCA. On August 7, 2019, the Sanitation Districts submitted a draft workplan for the Duck Farm SEP, prepared by WCA, to Regional Board staff for review and comment. The draft workplan identifies the important public benefits of the SEP that focus on water quality improvements, water conservation, and park visitor education. The attached final workplan for the Duck Farm SEP includes minor revisions and enhancements, including one new attachment showing the project footprint. The WCA is ready to proceed with the Duck Farm SEP, following final approval by the Regional Board and approval of an escrow agreement with the Sanitation Districts.

The Sanitation Districts appreciate your review of the final workplan, and, upon your final approval, look forward to working with WCA to complete the Duck Farm SEP as expeditiously as possible. Please contact Sharon Green of my staff at sgreen@lacsdsd.org or (562) 908-4288, extension 2503 if you would like to discuss the final workplan or next steps.

Very truly yours,



Martha Tremblay
Department Head
Technical Services

MT:SG:nm

cc: Jennifer Fordyce, Office of Chief Counsel, State Water Resources Control Board
Russ Colby, Chief of Enforcement, Los Angeles Regional Board
Mark Stanley, Executive Officer, WCA and DCA

DUCK FARM SUPPLEMENTAL ENVIRONMENTAL PROJECT (DUCK FARM SEP)

PROPOSAL/ WORK PLAN REQUIREMENTS

Project title:

Duck Farm Supplemental Environmental Project (Duck Farm SEP)

Organization proposing the project [project manager's name, email address, and phone number; type of organization (public, private, non-profit, etc.)]

Los Angeles County Sanitation Districts (Public):

Contact: Sharon Green

sgreen@lacsds.org

(562) 908-4288 extension 2503

Name of the independent management company who would report solely to the Los Angeles Regional Water Quality Control Board (Regional Board), to oversee the implementation of the SEP, including all contact information (If applicable)

Not Applicable

Third party completing the project including all contact information (If applicable)

Watershed Conservation Authority (Public)

Project Manager: Jeremy Munns, jmunns@wca.ca.gov, (626) 815-1019 ext. 114

Names and statement of qualifications and experience for key project team members

The Watershed Conservation Authority (WCA), a Joint Powers Authority between the Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy (State/Public) and Los Angeles County Flood Control District (Local/Public), has primary responsibility for the Duck Farm SEP. The WCA plans, coordinates, implements, and maintains open spaces in a territory ranging from the San Gabriel Mountains to the coast. The agency holds 376 acres of land for public benefit and continues to work to expand the facilities and scope of the resources it offers. Resumes for Key WCA staff are included as Attachment I. The WCA will collaborate with Los Angeles County Parks and Recreation, which is anticipated to operate and maintain the park.

Name and location of the project, including watershed (creek, river, bay) where it is located

Name: Duck Farm Supplemental Environmental Project (Duck Farm SEP)

Location: The SEP is located in both the City of Industry and the Avocado Heights equestrian district in unincorporated Los Angeles County. The address is 12936 Valley Blvd, La Puente Ca 91746. It is situated in the San Gabriel River Watershed near the confluence of Avocado Creek and the San Gabriel River on the property known as the

Duck Farm, which was identified as a “jewel” in the Emerald Necklace Program Environmental Impact Report (see Attachment A). The site is accessible via the Avocado Heights neighborhood entrance at San Fidel Ave as well as via the eastern bank of the San Gabriel River from the San Jose Creek multipurpose trail.

Description of the project and how it fits into one or more of the following SEP categories:

- **Public Health**
- **Pollution Prevention**
- **Pollution Reduction**
- **Environmental Restoration and Protection**
- **Assessments and Audits**
- **Environmental Compliance Promotion**
- **Other Projects**

Project Description:

Background of the Duck Farm Supplemental Environmental Project (SEP):

The WCA is in the process of transforming a former commercial agricultural duck farm property into a water conservation nature park and visitor center along the San Gabriel River. The Duck Farm River Park will offer diverse, healthy, passive and active recreational and educational experiences and programming for residents living in the Avocado Heights, Bassett, North Whittier, La Puente, South El Monte neighborhoods, as well as people in the San Gabriel Valley and beyond. The development of this park is highly desired by the community as it will help offset severe shortages of parkland locally and regionally in the surrounding communities. It will be the WCA's first fully developed regional park since its formation as an entity in 2003.

The Duck Farm SEP is located within the Duck Farm River Park (see Attachment B). The park, currently in construction, will provide 30+ acres of new green space along the San Gabriel River and within the Emerald Necklace Park Network, servicing both a park-poor community and a critical regional wildlife habitat and corridor along the Pacific Flyway.

Complementing the Duck Farm SEP, the future San Gabriel River Center (to be constructed within the SEP boundaries) will transform a 1929 Spanish colonial revival iconic farmhouse into a water-wise educational resource and visitor center for the public. The Center will include opportunities for local art, local water resource information, interactive features, and multilingual interpretive signage. Center interpretive exhibits will explore the watershed history of the San Gabriel River from the historical days of the native Tongva and agrarian Rancho culture to the highly urbanized environment of Los Angeles today, highlighting river ecology and the role the river still plays today in providing potable drinking water to adjacent communities. WCA is currently seeking funding for the San Gabriel River Center and will proceed with this project as soon as feasible, thus leveraging the impact of the SEP. However, the SEP will proceed independently of the River Center.

Supplemental Environmental Project (SEP) Overview:

The Duck Farm Supplemental Environmental Project (SEP) will include 6+ acres of habitat enhancement and demonstration gardens showcasing water-wise residential landscaping around the future site of the San Gabriel River Center and the larger Duck Farm River Park (see Attachment C). The project's design and landscaping will encourage visitors to retrofit high resource-consumptive residential yards into functional sites that capture and conserve water using simple and aesthetically pleasing strategies. It will provide a clear example to transition residential landscapes toward models resilient to the local climate; demonstrate water capture strategies such as rain gardens and bioswales; and showcase drought resistant landscaping built upon a foundation of native trees and shrubs (versus lawns, nonnative ornamentals, and annuals). It will also highlight sustainable strategies in residential landscape design, use of shade structures, and grey water system integration¹ to demonstrate a holistic residential climate resilient model.

The SEP will convert a portion of the former duck farm into a low-impact recreational space with newly created habitat and a linkage to cultural resources. The tree canopy and vegetation will reduce the urban heat island effect while absorbing carbon from the atmosphere. Runoff generated onsite will be captured and reused onsite through a variety of water capture and conservation features built into the landscape. Key objectives for the SEP include enhancing and sustaining both the recreational and ecological functions of the park, demonstrating environmentally sustainable design and rain water management practices, and providing education and interpretive opportunities. The project will incorporate into the landscape 75% or more native plants and other low-water adaptive plants and products that are commercially available to homeowners, to encourage adoption of water conservation gardens at home. These plants and materials will meet the aesthetic and unique needs of a variety of home landscape types that reflect varying levels of access to maintenance resources. Additionally, the project will increase wildlife habitat diversity and health through reintroduction of upland native vegetative cover.

Connection to Emerald Necklace and Other Regional Plans – The SEP is located within the Emerald Necklace Park network, a 17-mile river greenway trail loop (see Attachment A) and provides excellent opportunities for educating visitors. The project is also a connection within the San Gabriel River Corridor Master Plan associated with the existing 28-mile San Gabriel River Trail. Overall, this trail system connects disadvantaged communities with the recreationally and regionally significant San Gabriel Mountains National Monument all the way down to the ecologically significant Los Cerritos Wetlands.

How the Project Fits into the SEP Categories:

Pollution Reduction – The Duck Farm SEP will include stormwater low impact development (LID) elements to reduce stormwater runoff and improve onsite water

¹ The SEP includes irrigation infrastructure that will be used to teach visitors about water management strategies through the use of grey water (to be supplied by the farm house, which is outside the scope of the SEP).

retention, thereby reducing water pollution. The SEP's LID features include bioswales, rain gardens, infiltration galleries, and other elements that will capture and infiltrate stormwater on site.

Environmental Restoration and Protection – The Duck Farm SEP is located along the Pacific Flyway and is in proximity to the Puente Hills Wildlife Corridor, San Jose Creek, and the soft bottom San Gabriel River. The river contains flow intermittently, and terrestrial species are frequently sighted nearby foraging for food, water, nesting materials, and shelter. The project area serves as both a historic and currently active migratory bird watering area, and the SEP will provide native plant communities that create new habitat for both avian and terrestrial species.

The project will increase wildlife habitat diversity and health through reintroduction of upland native vegetative cover that will provide four key elements: food, water, cover/shelter and nesting areas. By providing more rich and diverse wildlife habitat, the Duck Farm SEP will help support a riparian environment. The project site also provides an important buffer between the riparian area of the soft bottom San Gabriel River and the adjacent I-605 freeway, mitigating the environmental impacts of the freeway on the river system and ground water recharge basin, as well as improving flood protection through natural habitat enhancement.

Other (Water-Related Educational Outreach) – Through multilingual interpretive displays, exhibits, and interactive features, the SEP will promote watershed health and encourage visitors to engage in water conservation, promote stewardship, and inspire homeowners to retrofit their own homes and yards to reap the benefits of climate appropriate landscapes. The SEP will educate the public about local water management strategies, while demonstrating and highlighting practical strategies for water security and climate resilience on a residential scale. Additionally, the SEP will interpret the natural history of the river corridor and highlight visitor amenities available throughout the Emerald Necklace Park Network.

Description of how the project benefits water quality and/or quantity:

The SEP site will be graded and designed specifically for stormwater capture systems that can be replicated in residences. Other water capture and conservation elements for managing water from rain events, such as permeable hardscape surfaces, will also be represented. Site-appropriate, native vegetation will make optimal use of water without compromising aesthetic or wildlife benefits and will include a simple grey water system for water reuse and demonstration for home retrofit use that uses LA County grey water best management practices. Through strategically designed pervious surfaces, bioswales, rain gardens, use of grey water, water-wise plantings, and water-efficient irrigation, the SEP will improve the quality of surface waters.

Nexus between the violations and the project:

The Settlement Agreement and Mutual Release of Administrative Civil Liability for Complaint No. R4-2006-0040 were entered into between the Regional Board and

County Sanitation Districts Nos. 1, 2, 3, 5, 8, 25, 26, 27, 28, 29, 32, 33, 34, 38, 39, 34, South Bay Cities Sanitation District and Santa Clarita Valley Sanitation District, in settlement of 93 sewage overflows from locally-owned and regional-owned wastewater collection facilities of the Sanitation Districts that occurred between January 1, 2001 and September 30, 2006. These spills occurred in a variety of locations throughout the region in the San Gabriel River, Los Angeles River, Santa Monica Bay and Santa Clara River watersheds. The nexus between the Duck Farm SEP and those spills is based on the central location of the SEP in relation to the overall region in which they occurred. Furthermore, the Duck Farm SEP is in close proximity to the previously proposed Discovery Center SEP, so it serves a similar population and will provide similar types of benefits as the Discovery Center SEP.

Description of how the project benefits the public

The Duck Farm SEP will demonstrate sustainable water practices and educate the public about the ways in which individuals can make positive contributions to regional sustainability in drought-prone Southern California. This SEP will also serve disadvantaged and severely disadvantaged communities² in Los Angeles County (see Attachment D), including unincorporated Bassett, West Puente Valley and Valinda, and the cities of Baldwin Park, El Monte and La Puente, all of which are also underserved communities in terms of access to parks and open space. This park-poor area has only 0.14 acres of park space per 1,000 residents (see Attachment E), and many of the communities located near the site were determined to have a “very high need” or “high need” for recreational outdoor opportunities by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment. The Duck Farm SEP will help offset the great need for parkland, and moreover, will provide a local resource for integrated environmental education and recreation opportunities. The project’s demonstration gardens will serve as a key educational resource to inspire and educate visitors to create and maintain climate smart landscapes on their own properties. Through multilingual interpretive signage and displays, the SEP will educate the public about water conservation, habitat enhancement, and watershed health. Overall, this project will reduce environmental impacts by enhancing water quality through both on-site water and open space management, and will provide opportunities for the public to access a safe outdoor space that promotes healthy physical activity.

Documented support by one or more of the following:

- **Other agencies**
- **Public groups**
- **Impacted persons**

The project is supported by numerous local governments, community groups, agencies, and non-profits, including 32nd Congressional District Representative Grace Napolitano, the City of Industry, the San Gabriel Valley Council of Governments (SCVCOG), the County of Los Angeles Parks and Recreation, the Sierra Club, Amigos de los Rios,

² Disadvantaged and severely disadvantaged communities are defined as those with median household incomes less than 80% and 60% of the statewide median household income, respectively.

Active SGV, Nature For All, the Equestrian Joint Council, Trails4All, The Trust For Public Land, and North Whittier Neighborhood Watch.

Many community meetings for the Duck Farm River Park site were held as part of the planning and development of the larger vision for the Duck Farm River Parkway, of which the Duck Farm SEP is a component. These included workshops, planning sessions, attendance at and presentations to community and service organization meetings, as well as a site open house.

Additional community activities have been organized at the Duck Farm River Park site, including mural painting along a wall onsite, and planting of over 1,200 California native shrubs that were rescued from a closing nursery. To date in 2020, six community engagement events have been conducted to receive community feedback about the design and programming of the SEP's water conservation gardens and the future San Gabriel River Center. Outreach has provided clear feedback throughout the development of the Duck Farm River Park and will continue to inform the design process of the Duck Farm SEP.

Describe compliance with the California Environmental Quality Act

In accordance with California Environmental Quality Act (CEQA) Guidelines, the WCA has completed an initial study and mitigated negative declaration for the Duck Farm River Park Project. The statute of limitation period of legal challenges against the WCA's determination has expired; the Duck Farm River Park Project is considered to have full CEQA clearance. The Duck Farm SEP is consistent with the overall Duck Farm River Park Project. CEQA clearance for this component is therefore made by reference to the Duck Farm River Park Project Final Mitigated Negative Declaration (MND). Attachment F provides potentially relevant mitigation measures that were addressed in the MND.

WCA has also completed a preliminary review of other project components of the Duck Farm SEP in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. Based on that review WCA has identified that landscaping improvements constitute a Categorical Exemption under Class 4, "minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes." WCA has also identified that construction of stormwater low impact development strategies constitutes a Categorical Exemption under Class 3, "construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures."

Monitoring plan or Quality Assurance Project Plan (QAPP) if applicable

A monitoring plan or QAPP will be prepared for the Duck Farm SEP if necessary. The construction phase of the SEP will include a Storm Water Pollution Prevention Plan (SWPPP).

Detailed description of the scope of work, work products and project milestones

The work for the Duck Farm SEP includes design/build consultant/contractor team procurement, permitting, construction, and final inspection. As shown in Attachment G, project implementation is expected to occur over 36 months from the date of project

commencement, which will occur after approval of the Workplan by the Regional Board, and approval of an Escrow Agreement by both the Sanitation Districts and the WCA Governing Board. The approval from the WCA Governing Board will also address the acceptance of SEP project funding and authority to proceed with construction. SEP features and amenities are shown below, with specific items detailed in the project budget in Attachment H.

SEP Features and Amenities

- bioswales and rain gardens
- grey water system
- infiltration galleries
- native plantings and edible landscaping
- herb and vegetable garden
- water-efficient irrigation
- permeable paving and DG walking trails
- multi-lingual interpretative signage / displays
- shade structures with water capture
- habitat enhancement

Schedule for periodic monitoring (quarterly at a minimum) on the performance of the SEP to monitor the timely and successful completion of the SEP

- **Reports should include a list of all activities on the SEP since its adoption, all SEP activities during the quarter, an accounting of funds expended, and the proposed work for the following quarter**
- **Copies of the reports must be provided to the Regional Board**

The Sanitation Districts will provide quarterly progress reports to the Regional Board and a final report to the Regional Board and Office of Enforcement, on activities undertaken with the project. At a minimum, the reports will include a list of all activities on the SEP for each reporting period, an accounting of funds expended, and the proposed work for the following quarter. Reports will be submitted no later than the first day of the second month following the end of each reporting period in accordance with the schedule shown below. The Sanitation Districts shall submit progress reports on the SEP until the proposed project is completed and the SEP contribution is fully expended or otherwise approved by the Regional Board Executive Officer.

<i>Reporting Period</i>	<i>Report Submittal Date</i>
January - March	May 1
April - June	August 1
July - September	November 1
October - December	February 1

Time schedule for implementation with single or multiple milestones and which identifies the amount of liability that will be suspended or excused upon the timely and successful completion of each milestone

- **Except for the final milestone, the amount of the liability suspended for any portion of a SEP cannot exceed the projected cost of performing that portion of**

the SEP

Liability will be suspended as shown in the table below; the timeline for completion is included as Attachment G.

Suspension of Liability

No.	SEP Milestone	Deadline*	Amount**
1	Design Completion	15	\$150,000
2	Permit Acquisition	18	\$60,000
3	Construction Completion		
3a	Stormwater LIDs	36	\$880,132
3b	Habitat Enhancement	36	\$560,000
3c	Water-Related Education	36	\$350,000
		Total	\$2,000,132

*Number of months after the project is approved by the Regional Board and the Escrow Agreement is approved by the Sanitation Districts and the WCA Governing Board.

**These amounts include construction costs and a proportionate share of construction contingency and soft costs, as shown in the project budget in Attachment H.

After successful completion of the SEP and notification of acceptance by the Regional Board, any SEP funds that remain will be transferred to the State Cleanup and Abatement Account.

Describe performance standards and related measures or indicators

The success of the Duck Farm SEP will be dependent upon completion and implementation of each milestone of the SEP:

- Stormwater LIDs like bioswales, rain gardens, infiltration galleries, and pervious paving are constructed and implemented during wet weather.
- Native vegetation has been installed and maintained consistently, and water-efficient irrigation is being implemented.
- Interpretive signage, displays, furnishings, and shade structures are posted and used by visitors.

Performance indicators will include annual visitation to the San Gabriel River Center and public outreach and education about the SEP's role in protecting surface water quality and conserving water. Visitors will be encouraged to provide feedback via social media (Facebook, Twitter and Instagram) to gauge community interest and effectiveness of the interpretive materials and landscape retrofit resources provided. WCA will adapt and make improvements to the outreach materials and performance of the SEP based on this feedback.

Discharger responsibility

The Sanitation Districts are ultimately responsible for ensuring that the SEP monies are expended for the project described and remain liable for the SEP amount under the Settlement Agreement and Stipulated ACL until the SEP is completed and accepted by the Los Angeles Regional Board.

EMERALD NECKLACE FEASIBILITY STUDY & IMPLEMENTATION PLAN - PHASE I

The Emerald Necklace is an extraordinary 17-mile loop of bicycle and multi-use trails which links parks and open spaces along two waterways, the San Gabriel River and the Rio Hondo. Phase I's 16 projects will close gaps in this regional recreational trails network and increase access to hundreds of thousands of constituents. Ongoing efforts will also add gateways, signage and greening. Further phases identified in the feasibility study will continue to expand the system in following years, contingent on funding and public support.

Westside Multi-Use Trail:

A Trail for All User Groups

The primary benefit of this trail would be to create a continuous loop around the Emerald Necklace for recreation, and improve recreational potential for all user groups. The secondary benefit is improving access to the Emerald Necklace for non-trail users.

- 12** Multi-Use Trail: Alhambra Wash from State Highway 60 to the Garvey Community Center with Gates, Signage, etc.
- 13** Underpass at Rosemead Blvd.
- 14** Street Access Ramps at Rosemead Blvd. with Gates & Signage
- 15** 10 Freeway Underpass Improvements
- 16** Multi-Use Trail: Rosemead Blvd. to Valley Blvd.

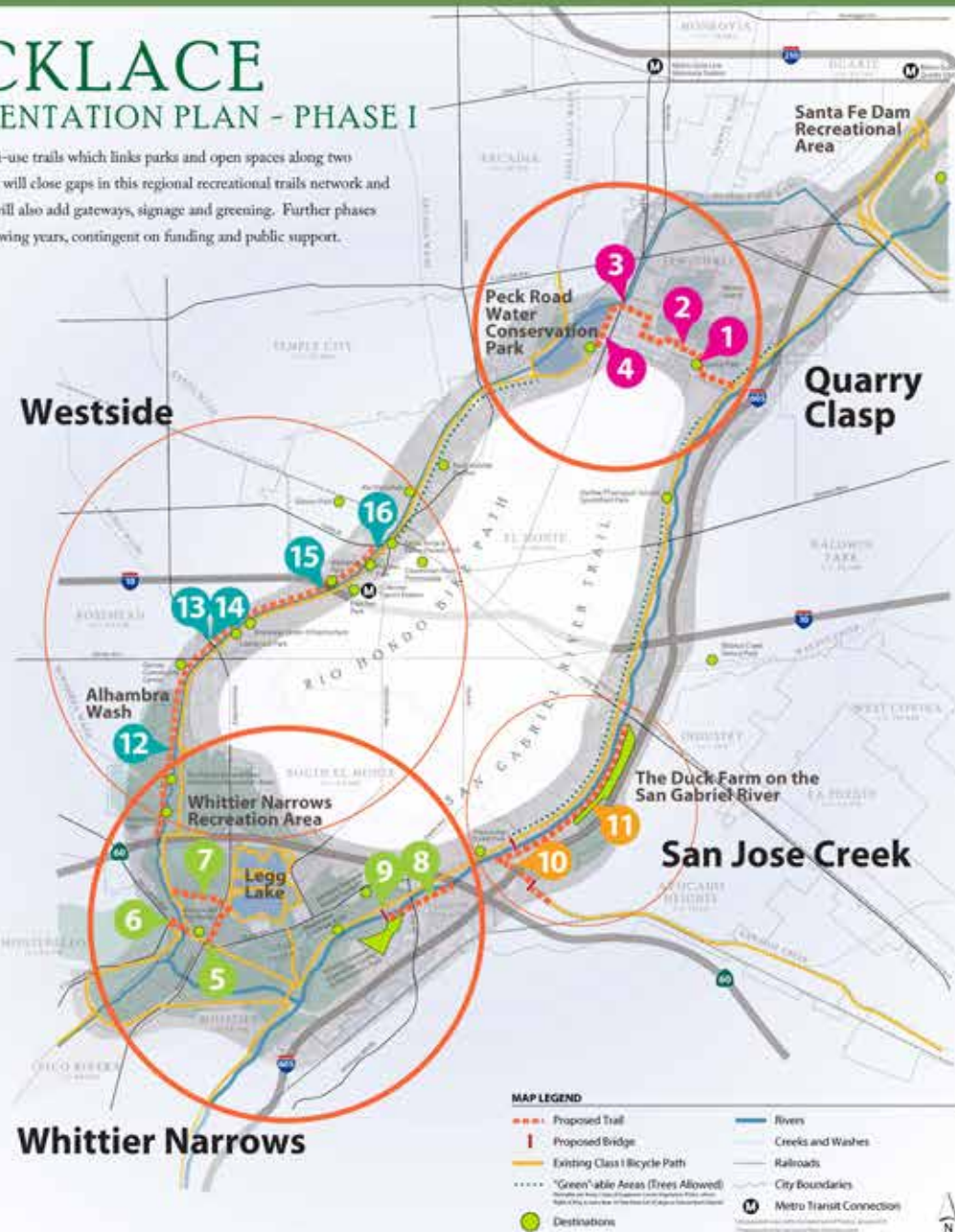
Whittier Narrows Connectivity:

Linking Existing Park Resources

Trail connections to the southern end of the Whittier Narrows, through placement of Class I Bike Trail segments and new Multi-Use Trails within the area, would provide additional access to the Whittier Narrows area and be required to provide access to the area and be required to provide access to the area and be required to provide access to the area.

- 5** Class I Bicycle Path: On Rosemead Blvd. to Legg Lake
- 6** Class I Bicycle Path: From El Bosque del Rio Hondo to Lincoln Ave. on San Gabriel Blvd. with Enhanced Signalized Crossing, Signage & Wayfinding
- 7** Class I Bicycle Path: From the Rio Hondo to Legg Lake through the Southern California Edison Easement
- 8** Multi-Use Trail: Pellissier Village from State Highway 60 to Horseman's Park
- 9** Multi-Use Bridge: Pellissier Bridge at Horseman's Park

PROJECT COMPONENTS



Quarry Clasp: Completing the Loop

Multi-Use Trail segments projects from Park Road Water Conservation Park east to the San Gabriel River will connect the trail gap between the Class I Bike paths on the Rio Hondo and the San Gabriel River.

- 1** Park Development with Trail, Gates, Signage and Amenities
- 2** Multi-Use Trail and Bike Paths
- 3** Signalized Crossing at Peck Road with Signage and Wayfinding
- 4** Rio Hondo Multi-Use Trail and Class I Bicycle Path: Connection in Peck Road Water Conservation Park

San Jose Creek Regional Access: Connecting Communities East of the San Gabriel River

Trail connections and road/rail coverage will improve access to the Emerald Necklace for a significant population east of the San Gabriel River.

- 10** Multi-Use Trails and 2 Multi-Use Bridges: From San Jose Creek Trail to San Gabriel River Trail
- 11** Multi-Use Trail: From San Jose Creek to the Duck Farm on the San Gabriel River

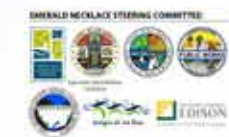


Exhibit C

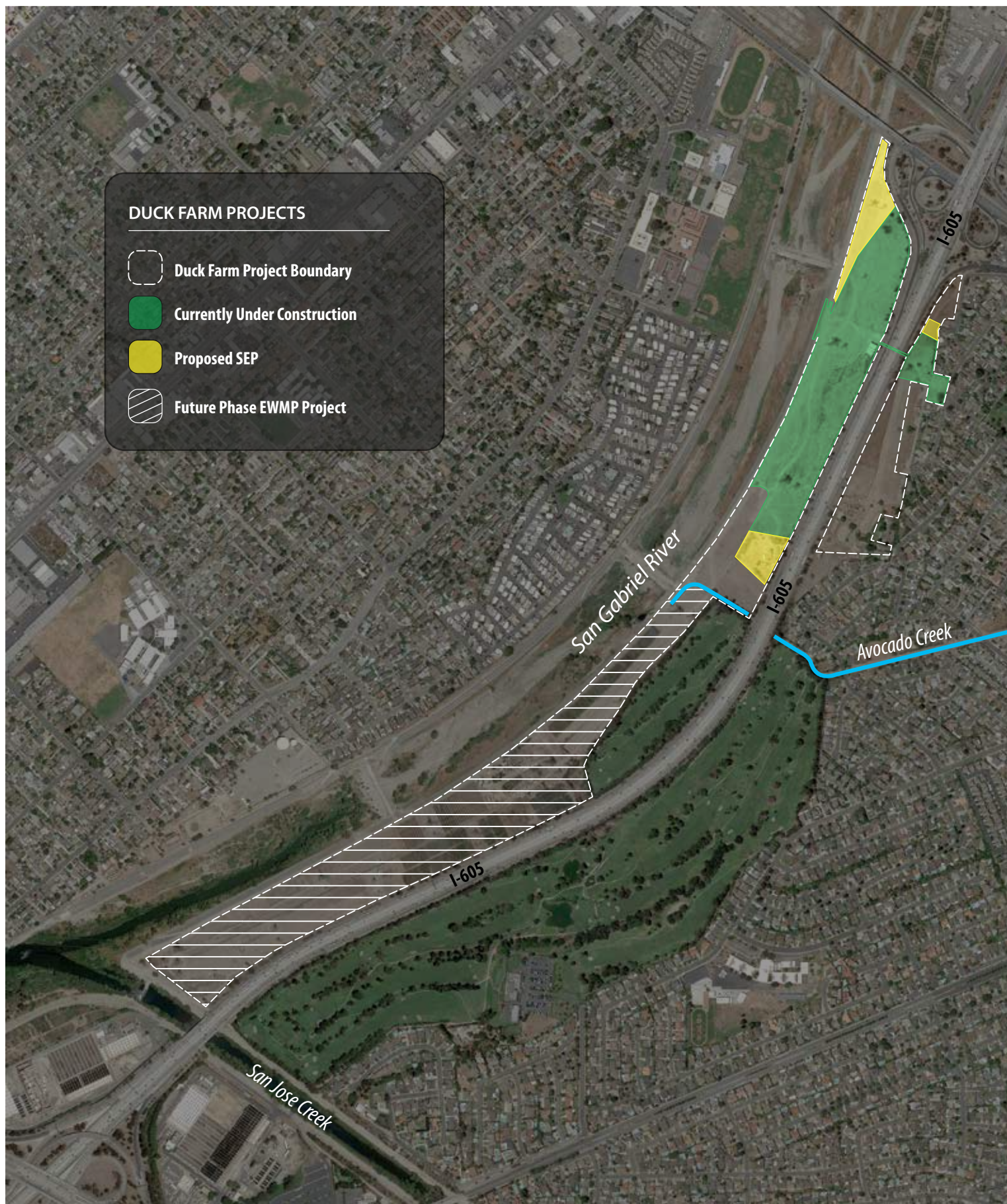


Exhibit C



Exhibit C

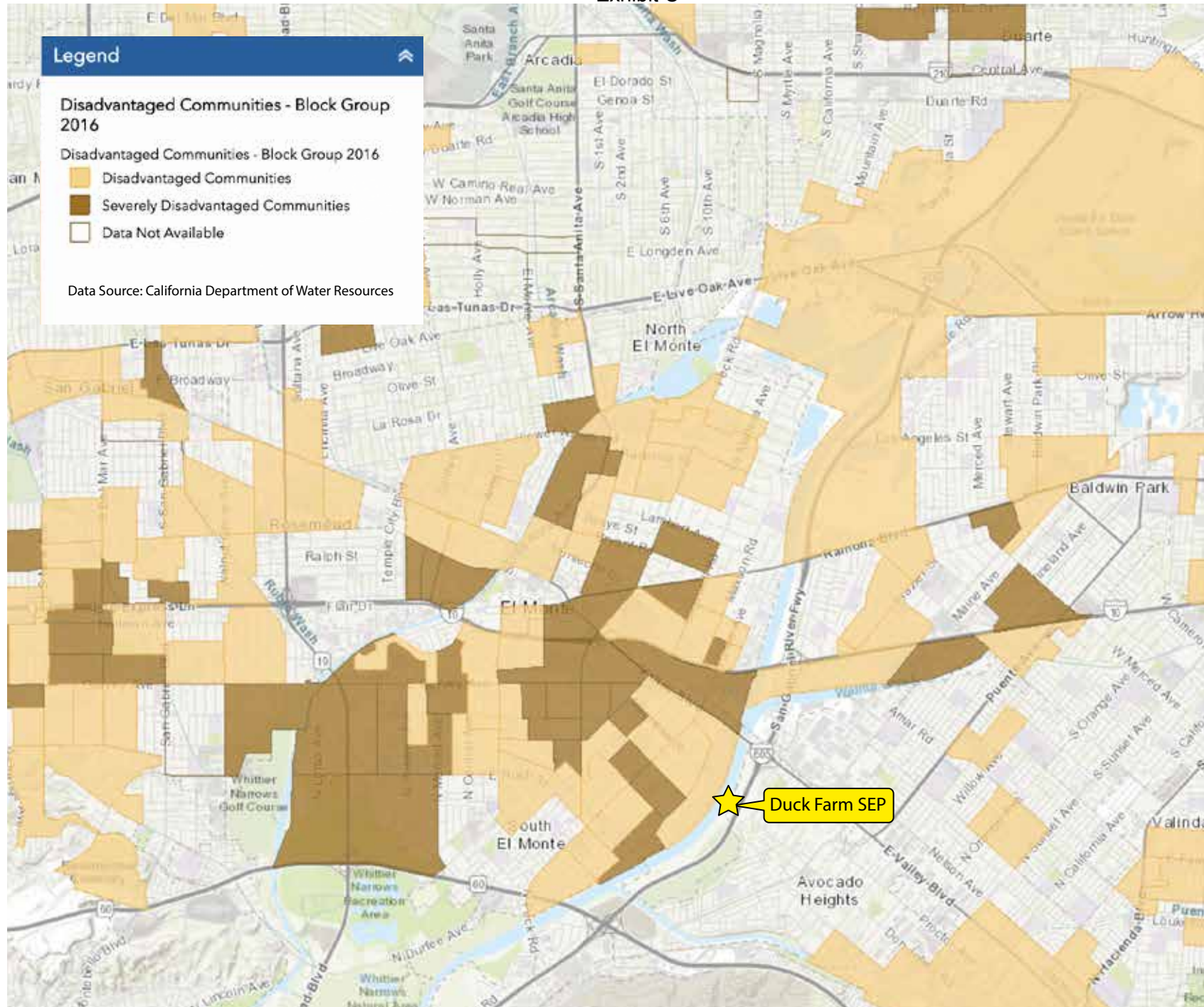


Exhibit C

California State Parks Community FactFinder Report

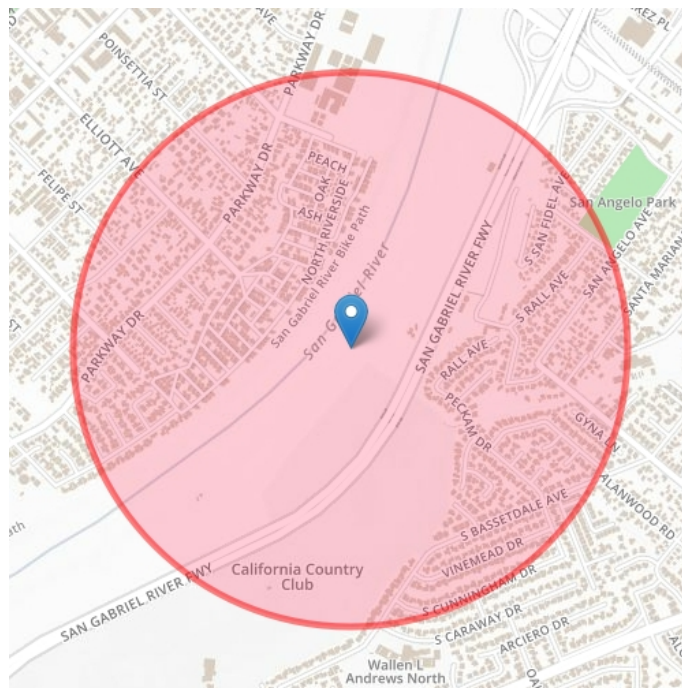
Project ID: 7543
Coordinates: 34.0463, -118.0110
Date: 07/03/2019

This is your project report for the site you have defined. Please refer to your **Project ID** above in any future communications about the project.

PROJECT AREA STATISTICS

County:	Los Angeles
City:	Industry
Total Population:	4,652
Youth Population:	1,151
Senior Population:	546
Households Without Access to a Car:	53
Number of People in Poverty:	684
Median Household Income:	\$64,494
Per Capita Income:	\$19,328
Park Acres:	0.66
Park Acres per 1,000 Residents:	0.14

PROJECT AREA MAP



REPORT BACKGROUND

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported. Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block- group values that fall within the project area.

More information on the calculations is available on [the methods page »](#)

Demographics—American Community Survey (ACS) 5-year estimates 2012-2016; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2017a CFF adjusted (5/2018) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by
[GreenInfo Network](http://www.greeninfo.org) www.greeninfo.org
in consultation with CA Dept. of Parks and Rec



Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
AESTHETICS						
AES-1. Night lighting shall be low intensity directional lighting focused away from open space and residential uses. The WCA may utilize hoods, filtering louvers, glare shields, and/or landscaping as necessary to achieve a standard of no more than 2 foot-candles above the ambient light level, measured at the nearest residential property line. The lamp enclosures and poles shall also be painted or be of a natural finish to reduce reflection	Final Plans and Specifications	Operation	Watershed Conservation Authority			
AIR QUALITY						
AQ-1. The manure stockpile location(s) within the new equestrian facility shall be located as far as possible from the neighborhood park, community garden, and children’s play area to maximize the distance between the potential odor source(s) and the nearby residences and non-equestrian park visitors. Prevailing wind directions shall be considered when selecting the location of the stockpile area(s). A minimum setback of 100 feet shall be used.	Operation	Operation	Watershed Conservation Authority			
BIOLOGICAL RESOURCES						
BIO-1. Should tree removal or grading operations occur during the breeding season (generally March 1-August 15, as early as February 1 for raptors) for migratory non-game native bird species, weekly bird surveys would be performed to detect any protected native birds in the trees to be removed and other suitable nesting habitat	Construction	Construction	Watershed Conservation Authority			

¹ The Implementation and Monitoring phases are broken down into four categories: Final Plans and Specifications, Pre-Construction, Construction, and Operation. "Final Plans and Specifications" indicates that the mitigation measure must be incorporated into the final approved design, plans, and specifications for the project. "Pre-Construction" refers to measures that are required prior to the start of construction. "Construction" refers to all aspects of project construction, including, but not limited to, site preparation, paving, material hauling, and construction of new facilities. "Operations" includes all measures that must be implemented during routine operations of the park.

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
<p>within 300 feet of the construction work area (500 feet for raptors). The surveys would be conducted 30 days prior to the disturbance of suitable nesting habitat by a qualified biologist with experience in conducting nesting bird surveys. The surveys would continue on a weekly basis with the last survey being conducted no more than 3 days prior to the initiation of clearance/construction work. If a protected native bird is found, the construction contractor shall delay all clearance/construction disturbance activities in suitable nesting habitat or within 300 feet of nesting habitat (within 500 feet for raptor nesting habitat) until August 31 or continue the surveys in order to locate any nests. If an active nest is located, clearing and construction with 300 feet of the nest (within 500 feet for raptor nests) shall be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting. Limits of construction to avoid a nest should be established in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the sensitivity of the area. The results of this measure would be recorded to document compliance with applicable state and federal laws pertaining to the protection of native birds, including the Migratory Bird Treaty Act.</p>						
CULTURAL RESOURCES						
<p>CUL-1. The exterior rehabilitation of the Farm House shall adhere to the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings</i>. The exterior rehabilitation shall be conducted under the general direction of a qualified historic architect. In addition, the Farm House Visitor and Interpretive Center shall include interpretive displays describing the historic use</p>	Pre-construction	Construction	Watershed Conservation Authority			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
of the site as a duck farm.						
CUL-2. In the event any archaeological materials other than building foundations or water conveyance channels, described herein, associated with the Woodland Duck Farm, are encountered during earthmoving activities, the construction contractor shall cease activity in the affected area until the discovery can be evaluated by a qualified cultural resources specialist (archaeologist) in accordance with the provisions of CEQA Section 15064.5. The archaeologist shall complete any requirements for the mitigation of adverse effects on any resources determined to be significant and implement appropriate treatment measures.	Construction	Construction	Watershed Conservation Authority			
CUL-3. If human remains are encountered on the property during grading activities, the Los Angeles County Coroner's Office shall be contacted and all activities in the vicinity of the discovery shall cease until appropriate disposition of the remains is determined.	Construction	Construction	Watershed Conservation Authority			
HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1. The site manager and equipment operators shall survey the work area at the beginning of each workday and routinely throughout each day during soil excavation and grading activities to check for the presence of potentially impacted soil and contaminant sources. Hydrocarbon-impacted soils can be identified in the field (1) by a petroleum odor, (2) by a darker appearance than surrounding soil, and (3) through screening with an organic vapor analyzer (OVA) or other field equipment. Equipment operators, management, and other field personnel shall be notified of any potential impacted soils and contaminant sources within the work area. These areas shall be clearly marked. If contaminated soils are encountered during construction, operations shall be stopped in the vicinity of the suspected impacted soil. Surface samples shall be	Construction	Construction	Watershed Conservation Authority			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
analyzed using appropriate collection and sampling techniques. Once an area of contamination is identified, soils shall be segregated, sampled, and tested to determine the appropriate disposal and treatment options. If the soils exceed the applicable screening criteria established by the RWQCB or are classified as hazardous (according to RCRA and CCR Title 22), soils shall be hauled to a Class I landfill or other appropriate soil treatment and recycling facility.						
HAZ-2. Prior to the start of construction, the soils where beryllium and lead were detected shall be re-sampled and analyzed. Specifically, beryllium and lead impacted soils have been identified in the east-central portion of the site and to the east of the former warehouse/hatchery, respectively (see Appendix D). If elevated levels are detected, all contaminated soils shall be removed from the proposed project site. Surface samples shall be analyzed using appropriate collection and sampling techniques. Once an area of contamination is identified, soils shall be segregated, sampled, and tested to determine the appropriate disposal and treatment options. If the soils exceed the applicable screening criteria established by the RWQCB or are classified as hazardous (according to RCRA and CCR Title 22), soils shall be hauled to a Class I landfill or other appropriate soil treatment and recycling facility. All hazardous waste removal/remediation activities would be conducted in accordance with California Department of Toxic Substances Control (DTSC) guidelines. A letter of No Further Action from DTSC would be received prior to start of construction activities.	Pre-construction	Construction	Watershed Conservation Authority			
HAZ-3. Prior to demolition, the house on Proctor Street shall be surveyed for lead based paints by a licensed professional. All tests shall be conducted in accordance with generally accepted laboratory principles and	Pre-Construction	Construction	Watershed Conservation Authority			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
practices. A report shall be prepared by the licensed professional, which provides recommendations for removal of materials contaminated with lead-based paints. Any demolition involving the listed components shall be removed and disposed of by a licensed contractor with experience in lead-based paint abatement or removal work.						
<p>Mitigation Measure HAZ-4. Project plans and designs shall be submitted to the San Gabriel Valley Mosquito & Vector Control District for review and comment with respect to control of mosquito and other vectors. Upon consultation with the vector control district, appropriate vector management measures shall be incorporated into the project design. Potential management measures include the following:</p> <ul style="list-style-type: none"> • Design to minimize and/or provide periodic removal of vegetation on bank slopes and periphery of water bodies to minimizes areas of stagnant water. • Design and/or manage to optimize water depths and flow pattern. For mosquito control, maintain water depths and encourage/provide water circulation. For blackfly control, design water courses so the flow can be interrupted when necessary. If necessary, design water features to allow for periodical drying to desiccate vector larvae. • Work with the vector control district to stock ponds and other permanent water features with mosquitofish as needed. • Provide site access (e.g., dikes with access roads or trails) to potential breeding areas for maintenance (e.g., vegetation removal) and treatment (e.g., application of Bti or other larvicides). • Regularly consult with the vector control district to identify mosquito management problems, mosquito monitoring and abatement procedures, and opportunities to adjust water and vegetation management practices to 	Plans and Specifications	Construction; Operation	Watershed Conservation Authority			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
<p>reduce mosquito production.</p> <ul style="list-style-type: none"> • Incorporate funding for vector management activities into project funding or develop a plan for securing a reliable funding source for vector management activities. • Design stormwater retention facilities/devices to drain completely within 72 hours, or design with the capability to be dewatered rapidly if needed for vector control. • Incorporate measures into project designs that serve to educate the public about wildlife safety and vector-borne disease issues, prevent wildlife-human interactions, and prevent wildlife access to trash and unnatural food and water sources that are likely to result in unnatural population levels. • Design underground utility vaults, if needed for project implementation, to eliminate retention of standing water thereby reducing vector breeding habitat. 						
HYDROLOGY AND WATER QUALITY						
HYDRO-1. For activities involving landscaping, habitat restoration, and/or removal of exotic plant species, the WCA shall select biological or non-chemical means of controlling exotics and pests unless not feasible because biological or non-chemical controls are not readily available for the specific exotics to be controlled. If chemical pesticide or herbicide use is necessary, compounds that are less persistent in the environment shall be selected, and application shall be conducted in accordance with manufacturers' recommendations and general standards of use (e.g., restricted application before and during rain storms).	Operation	Operation	Watershed Conservation Authority			
NOISE						
NO-1. The construction contractor shall equip all construction equipment with properly operating mufflers or other noise reduction devices.	Plans and Specifications; Construction	Pre-construction; Construction	Watershed Conservation Authority			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
NO-2. The WCA shall notify residences immediately adjacent to the construction site (e.g., via flyers). The notifications, by standard mail, shall be delivered at least two weeks prior to the start of work. The notification shall advise that there will be loud noise and potentially perceived vibration associated with the construction, and shall state the date, time, and planned duration of the planned activities. The notification shall provide a telephone contact number for affected parties to ask questions and report any unexpected noise impacts.	Pre-Construction	Pre-construction; Construction	Watershed Conservation Authority			
NO-3. The construction contractor shall limit noise-generating construction activities, such as grading and paving, on the east parcel to periods of 10 days duration, with at least 10 days break between each period of grading. Alternatively, the contractor may have a grading duration longer than 10 days only if it can be demonstrated that average hourly construction noise levels at adjacent residences would not exceed the ambient noise level for the entire period. For example, if the ambient traffic noise level is 64 dBA Leq, then the construction noise level can not exceed 64 dBA Leq, and the total noise level would not exceed 67 dBA Leq, for a maximum noise increase of 3 dBA.	Plans and Specifications; Construction	Pre-construction; Construction	Watershed Conservation Authority			
NO-4. The construction contractor shall locate all construction equipment staging and maintenance areas on the west side of I-605.	Construction	Construction	Watershed Conservation Authority			
NO-5. Design the visitor center to provide interior noise levels not to exceed 50 dBA Leq. If the visitor center is to include exterior areas where interpretive presentations are to be made, or there would be other outdoor activities that require conversation, the exterior area shall be designed to have a maximum hourly noise level not to exceed 60 dBA	Plans and Specifications; Construction	Plans and Specifications; Construction	Watershed Conservation Authority			
UTILITIES AND SERVICE SYSTEMS						
UTIL-1. The WCA shall require the construction contractor to identify and implement one or more of the	Operation	Operation	Watershed Conservation			

Exhibit C

Mitigation Measure	Implementation Phase ¹	Monitoring Phase	Enforcement Agency	Verification of Compliance		
				Initial	Date	Remarks
following applicable programs for minimizing solid waste during construction: <ul style="list-style-type: none"> • Recycling of asphalt and concrete paving materials. • Reuse and composting of green waste materials where there is limited potential for inadvertent spreading of invasive plants. • Balance graded soil on-site to the maximum extent feasible. 			Authority			

Exhibit C

Task Name		Month*																																				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	
1	Public Outreach																																					
2	Contract Bid / Award																																					
3	Design																																					
4	Permitting																																					
5	Construction Duration																																					
6	Project Closeout																																					

*Calendar dates will be provided after approval of the Workplan by the Regional Board, and approval of an Escrow Agreement by both the Sanitation Districts and the WCA Governing Board.

Exhibit C

Project Element	SEP	RMC Prop 1	Total Funds	SEP Category
Stormwater LIDs	\$ 750,132	\$ 230,000	\$ 980,132	C. Pollution Reduction: "...projects result in a decrease in the amount and/or toxicity of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise being released into the environment by an operating business or facility...Examples include <i>stormwater low impact development installation</i> ..."
Bioswales, Rain Gardens, Infiltration Galleries	\$ 285,000	\$ 100,000		
Grey Water Systems	\$ 50,000	\$ 30,000		
Pervious paving: walking paths, courtyards, parking	\$ 415,132	\$ 100,000		
Habitat Enhancement	\$ 480,000	\$ 10,000	\$ 490,000	D. Environmental Restoration and Protection: "...projects...that benefit surface or groundwater quality and enhance the condition of the ecosystem...Examples include... <i>habitat restoration or enhancement</i> ..."
Native Plantings and edible landscaping	\$ 70,000	\$ 10,000		
Water-efficient irrigation	\$ 60,000			
Habitat enhancement (additional 4.6 Park Acres)	\$ 350,000			
Water-Related Interpretation / Education	\$ 305,000	\$ 73,580	\$ 378,580	G. Other Projects: "...Projects that do not fit within...the six specific categories, but have environmental and/or public health benefits...Example may include... <i>water quality or drinking water-related educational outreach</i> ..."
Multilingual interpretive signage and features	\$ 50,000	\$ 20,000		
Interpretive displays and related furnishings	\$ 85,000	\$ 13,580		
Interpretive shade structures with water capture elements	\$ 170,000	\$ 40,000		
Other Elements	\$ -	\$ 135,000	\$ 135,000	
Seating and picnic areas		\$ 45,000		
Outdoor classroom with stormwater bmps		\$ 60,000		
Demolition		\$ 30,000		
CONSTRUCTION SUBTOTAL	\$ 1,535,132	\$ 448,580	\$ 1,983,712	
Construction Contingency	\$ 85,000			
Soft Costs	\$ 380,000	\$ 200,120	\$ 580,120	
Admin / PM / CM	\$ 150,000	\$ 66,000		
A & E / Consultants	\$ 100,000	\$ 45,000		
Field A & E	\$ 40,000			
Permitting	\$ 60,000			
Insurance / Labor Compliance / Inspections	\$ 30,000			
Indirect		\$ 89,120		
TOTAL	\$ 2,000,132	\$ 648,700	\$ 2,648,832	

Exhibit C

Jeremy Munns, MLA — Project Manager
jmunns@wca.ca.gov • 626-815-1019 x114

Mr. Munns brings a wealth of experience in environmental green infrastructure design, graphic and interpretive design, and community participatory design. His work with Cal Poly Pomona, the WCA, and Amigos de los Rios has involved community engagement and outreach, site design, green infrastructure project implementation, technical assistance, and interpretive programming, as well as managing stewardship programs primarily in disadvantaged communities and implementing projects that respond to their needs. Mr Munns' Masters thesis explored participatory design methods in communities adjacent to the lower Los Angeles River, and he collaborated with community members to build several small-scale neighborhood improvement projects in disadvantaged areas of the Gateway Cities with the goal of building community capacity for larger River planning efforts.

Mr. Munns holds a B.A. in Advertising and Marketing from Brigham Young University and a Masters of Landscape Architecture from California State Polytechnic University, Pomona.

Deborah Enos, MLA — Deputy Executive Officer
denos@wca.ca.gov • 626-815-1019 x112

Ms. Enos brings over 20 years of experience in financial management, project implementation and creative approaches to strategic planning and operational management. Employing a blue sky, big picture, innovative point of view grounded by pragmatic realism has helped grow the WCA and establish a collaborative, team-oriented working environment. Through the years, she has challenged conventional planning and design wisdom in favor of bolder visions. Not being satisfied with the status quo, she continually challenges staff, peers and partners to think beyond the ordinary. Her direction style empowers, encourages and supports personal and professional growth of team members. She has been instrumental in assembling a skilled team of professionals dedicated to making a difference in our world and forwarding the Agency's vision of "Connecting Communities through Nature".

Ms. Enos' varied career has spanned both private and public service, seeing her transition from program and financial management in the Aerospace Industry to project and design management within Walt Disney Imagineering. Fortunate to have been mentored by industry leaders and creative geniuses, she brings her strong work ethic, love of nature and creative thought process to her work at the WCA. Leading a team of environmental planning professionals in pursuing the very best in collaborative, participatory design to catalyze a new direction in how we develop by enhancing the urban environment to protect our natural world.

Having joined the Rivers and Mountains Conservancy as a consultant in 2008, she soon became known for thinking big and dreaming bigger. In 2010 she became a full-time project manager of the WCA and in 2013 was appointed to her current position of Deputy Executive Officer. In her executive role she brings both her strong financial and creative management perspective to overseeing the vision, contracts, budgets, and the planning and implementation of complex grants and greening projects throughout the region.

Ms. Enos currently serves on three major transformative regional green infrastructure and participatory planning initiatives, including:

- Leadership committee member of San Gabriel Valley Greenway Network Collaborative Task Force
- As an appointed member to the Lower Los Angeles River Working Group, currently serving on implementation advisory committee.
- Appointed Upper San Gabriel River Advisory Committee Member for Measure W

Deborah holds a B.S. in Business Administration from California State University Long Beach and a Masters of Landscape Architecture from California State Polytechnic University, Pomona.

January 21, 2021 – Item 14

RESOLUTION 2021-04

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO
APPROVE ENTERING INTO AN ESCROW AGREEMENT WITH THE
SANITATION DISTRICTS OF LOS ANGELES COUNTY AND US BANK FOR
THE DUCK FARM SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP).**

WHEREAS, the Watershed Conservation Authority (WCA) has been established to facilitate joint projects between the Rivers and Mountains Conservancy and Los Angeles County Flood Control District; and

WHEREAS, the Watershed Conservation Authority has been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action will approve entering into an escrow agreement with the Sanitation Districts of Los Angeles County and US Bank for the Duck Farm Supplemental Environmental Project (SEP); and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. **ADOPTS** the staff report dated January 21, 2021.
4. **APPROVES** entering into an escrow agreement with the Sanitation Districts of Los Angeles County and US Bank for the Duck Farm Supplemental Environmental Project (SEP).

~ End of Resolution ~

//

Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2021-04

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On January 21, 2021

Herlinda Chico
Governing Board Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General