

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AGREEMENT NUMBER 4600010583
PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Los Angeles County Flood Control District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Greater Los Angeles County Region pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 30, 2019, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$83,945,515.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$23,433,962.00.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost. The Grantee's Funding Match is estimated to be \$18,135,628.00. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after September 30, 2008.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Greater Los Angeles County IRWM Implementation Grant grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):

- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
- b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.
- c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
- d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
- e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and
 - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after February 4, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.

- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to

State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - c) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - d) Failure to operate or maintain projects in accordance with this Grant Agreement.
 - e) Failure to make any remittance required by this Grant Agreement.
 - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
 - g) Failure to submit timely progress reports.
 - h) Failure to routinely invoice State.
 - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.);
 - c) An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2.55 of Division 6 of the CWC.
 - d) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
 - e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
 - b) Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under

the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.

- Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package (in Attachment 6), and guidance provided in Exhibit J, "Project Monitoring Plan Components," the Project Monitoring Plan should also include:

- a) Baseline conditions.
- b) Brief discussion of monitoring systems to be used.
- c) Methodology of monitoring.
- d) Frequency of monitoring.
- e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of projects will be undertaken until written notice of the proposed change has been provided to State and State has given written

approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.

- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Los Angeles County Flood Control District
Gail Farber
Chief Engineer, Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331
Phone: (626) 458-4002
e-mail: gfarber@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
Simar Dhanota
Division of Integrated Regional Water Management
901 P Street
Sacramento, CA 95814
Phone: (916) 651-9250
e-mail: Simarjit.Dhanota@water.ca.gov

Los Angeles County Flood Control District
Amanda Guzman-Perez
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-7117
e-mail: aguzmanperez@dpw.lacounty.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Local Project Sponsors
- Exhibit G – Report Formats and Requirements
- Exhibit H – Requirements for Statewide Monitoring and Data Submittal
- Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit J – Project Monitoring Plan Components

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Paula J. Landis
Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Date 10/15/14

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Gail Farber
Gail Farber, Chief Engineer
Department of Public Works

Date 9-30-14

Approved as to Legal Form and Sufficiency

for Karin G. Shive
Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 8 October 2014

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel
By Pat Carl
Senior Associate

Date Sept. 24, 2014

EXHIBIT A
WORK PLAN

PROJECT 1: GRANT AGREEMENT ADMINISTRATION

GRANTEE: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The Regional Water Management Group authorized the Los Angeles County Flood Control District (LACFCD) to act as the applicant and the grant manager for the Proposition 84, Round 2 Implementation Grant. LACFCD will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role – disseminating grant compliance information to the representatives of each project contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, providing progress reports to the State, and coordinating all invoicing and payment of invoices.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Administration

This task includes all administration activities associated with the agreement, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager and with the various agencies regarding operational and implementation issues.

Deliverables:

- Executed Grant Agreement

Task A.2 Reporting and Invoicing

LACFCD will be responsible for compiling progress reports and invoices for submittal to DWR. LACFCD will coordinate with project proponent staff to retain consultants as needed to prepare and submit progress reports and project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement.

Deliverables:

- Progress Reports
- Invoices
- Draft and Final Project Completion Reports for each Project
- Draft and Final Grant Completion Report

PROJECT 2: CITYWIDE STORM DRAIN CATCH BASIN CURB SCREENS PROJECT

PROJECT SPONSOR: City of Calabasas

PROJECT DESCRIPTION: The Project will install curb screens on approximately 1,150 catch basins in the City of Calabasas (City) to prevent trash, debris, sediment, and animal waste from entering local water bodies. The City overlaps the Malibu Creek and Los Angeles River watersheds; both of which are 303(d) designated water quality impaired for trash, bacteria, and sediment. Implementation of the Project will help prevent approximately 60,000 pounds of trash, sediment, and vegetation from being discharged to local waterways and Santa Monica Bay every year and help the City meet the trash Total Maximum Daily Loads established by the Regional Water Quality Control Board for both watersheds.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager, LACFCD, and with the various agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

An inventory of all catch basin openings will be prepared; this will require collection of accurate measurements and identification of catch basins that require repairs and maintenance prior to screen installation.

Deliverables:

- Inventory of Catch Basins

Task C.2 Final Design

All catch basin openings will be measured and grouped by length and opening height so that the screens can be fabricated to fit into catch basin openings based on each catch basin's specific configuration.

Deliverables:

- Typical Screen Sizing

Task C.3 Environmental Documentation

The City will prepare the necessary environmental documents. It is anticipated that the environmental process and documentation will consist of:

1. Preparation of a CEQA Initial Study to identify and document potential project impacts.
2. Preparation and filing of CEQA documentation, as applicable

Deliverables:

- CEQA Initial Study, and other CEQA documents if necessary
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of only a local agency. The table identifies the permit and the permitting agency.

Permit	Agency
Encroachment Permit	Los Angeles County Flood Control District (LACFCD)
Plan Check	LACFCD

Deliverables:

- LACFCD Encroachment Permit
- LACFCD Plan Check

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes preparation of a request for proposals (RFP), evaluation of received proposals, negotiations with qualified bidders, approval and award of contract, and a kickoff meeting.

Deliverables:

- RFP
- Award of Contract

Task D.2 Construction

The following will be undertaken for approximately 1,150 catch basins:

Mobilization and Site Preparation

Catch basins will be inspected, cleaned, and repaired.

Project Construction

Protection bars will be removed, holes and cracks will be sealed, and curb screens will be fabricated and installed. Traffic control will be implemented.

Performance Testing and Demobilization

After installation, each screen will undergo hydraulic testing and final inspection. Construction equipment will be demobilized.

Deliverables:

- Photo Documentation of Installations
- Performance Testing Results

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting pre-construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions; these as-built drawings will be signed by a professional engineer.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion

Task D.4 Environmental Compliance and Mitigation

Environmental compliance measures will be taken, as required by the environmental documentation. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared and implemented.

Deliverables:

- Report or List of Environmental Compliance Measures
- SWPPP

PROJECT 3: DOMINGUEZ CHANNEL TRASH REDUCTION PROJECT

PROJECT SPONSOR: City of Carson

PROJECT DESCRIPTION: The Project will install automatic retractable screens on approximately 1,800 catch basins that drain to the Dominguez Channel Estuary. The Project will prevent approximately 37.7 tons of trash, vegetation, and debris from entering the Dominguez Channel and Estuary.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager, LACFCD, and with the various agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment, Evaluation, and Design

This task includes the following:

- Assessment of the volume of trash before and after installation of the trash excluder devices.
- Field verification of locations and measurements of all 1,800 catch basins.
- Determination to use either an automatic retractable screen installation or a connector pipe screen installation at each catch basin.
- Preparation of a detailed spreadsheet inventory of each LACFCD-owned catch basin and a shop drawing of the proposed trash excluder device(s) for LACFCD review and approval. A permit fee estimate will be requested from LACFCD.
- Preparation and submittal of trash excluder maintenance agreement for City Council approval and forward to LADPW for signature.
- Prioritization of all installation locations. Major arterials and streets within commercial and industrial areas will be of highest priority.
- Preparation of bid documents.

Deliverables:

- Trash Volume Assessment
- Inventory of Catch Basins
- Shop Drawings
- Trash Excluder Maintenance Agreement
- Bid Documents

Task C.2 Environmental Documentation

The City will prepare the necessary environmental documents. It is anticipated that the environmental process and documentation will consist of:

1. Preparation of a Negative Declaration
2. Formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- Negative Declaration
- Notice of Determination

Task C.3 Permitting

Permitting for this project will require the involvement of only a local agency. The table identifies the permit, and permitting agency.

Permit	Agency
Permit to install device on LACFCD-owned catch basins	Los Angeles County Flood Control District (LACFCD)

Deliverable:

- LACFCD Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process; including advertising bid documents, evaluation of received bids, approval, and award of contract.

Deliverables:

- Bid Summary
- Award of Contract

Task D.2 Construction

The following will be undertaken for approximately 1,800 catch basins:

Mobilization and Site Preparation

Each basin will be cleaned of debris before screens are installed.

Project Construction

Stainless steel will be procured and retractable screens will be fabricated for each basin. For most catch basins, two trash screens will be installed, but in some instances more or fewer may be installed.

Performance Testing and Demobilization

After installation, each screen will undergo testing and final inspection. Construction equipment will be demobilized.

Deliverables:

- Photo Documentation of Installations
- Performance Testing Results

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting pre-construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

PROJECT 4: DOMINGUEZ GAP SPREADING GROUNDS WEST BASIN PERCOLATION ENHANCEMENTS PROJECT

PROJECT SPONSOR: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The Dominguez Gap Spreading Grounds are a 54 acre groundwater recharge facility that uses surface water flows from the Los Angeles River. The Project will excavate four to eleven feet of clay in the west basin to increase percolation and allow for increased recharge capacity. This will result in approximately 1,000 AFY of additional recharge. The Project will also realign the connection between the West and East basins to accommodate the new configuration of the west basin.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager and with the various agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Planning and Final Design

This task includes the preparation of a project concept report, conceptual design plans, and final design plans and specifications.

Deliverables:

- Dominguez Gap Spreading Grounds West Basin Percolation Enhancement Project Concept Report
- Final Design Plans and Specifications

Task C.2 Environmental Documentation

A Notice of Exemption will be prepared and filed for this project.

Deliverables:

- Notice of Exemption

Task C.3 Permitting

The Project will not require permits for sediment removal because the work is entirely within LAFCD's jurisdiction.

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with acquiring contractor(s) for this Project.

Deliverables:

- Award of Contract, or equivalent
- Notice to Proceed

Task D.2 Construction

Mobilization and Site Preparation

Equipment will be mobilized and temporary construction trailers will be installed at the site.

Project Construction

Construction of the Project will require dewatering, clearing, and grubbing of the basin and excavating, processing, and hauling away about 90,000 cubic yards of sediment from the west basin of the Dominguez Gap Spreading Grounds to disposal site. The inter-basin connection between the east and west basin will be realigned using an approximately 900 foot long reinforced concrete pipe, structural concrete, and rip rap to accommodate the excavated west basin's lower invert.

Performance Testing and Demobilization

The inter-basin structure will be performance tested and the contractor will demobilize after final inspection and completion of all punch list items.

Deliverables:

- Photo Documentation of Construction
- Confirmation that inter-basin structure functions properly based off of performance test.

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting pre-construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Notice of Field Acceptance
- Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

PROJECT 5: MARSH PARK, PHASE II PROJECT

PROJECT SPONSOR: Mountains Recreation and Conservation Authority

PROJECT DESCRIPTION: The Project will expand Marsh Park by an additional three acres, converting two acres of impervious surface into a pervious surface that will detain, infiltrate, and recharge stormwater. Urban runoff will be detained and filtered through a system of bio-swales and filter inserts, before being released into the Los Angeles River. Out of the three acre expansion, 1.25 acres will be restored as Riparian Habitat. The expanded park will facilitate year-round education programs that will foster environmental stewardship of the Los Angeles River and teach visitors what they can do at home to improve water conservation, regional water quality, and flood protection. Implementation of the Project will increase the capture of stormwater and groundwater recharge by approximately 2.14 AFY.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager, LACFCD, and with the various agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

Baseline monitoring data will be collected of the site's existing water quality and habitat quality conditions to compare with post-completion conditions.

The following studies were completed as part of the project's assessment and evaluation:

- Architectural Design Survey of Marsh Street Park
- Agricultural Soil Testing Report
- Summary Report: Pre-Demolition Bulk Asbestos and Lead-based Paint Survey
- SCA Hazardous Materials Specification
- Geotechnical Report Update, Proposed Marsh Park
- Hydrology and Hydraulics Report, Marsh Park

Deliverables:

- Baseline Monitoring Data

The following studies were provided to DWR as a part of the grant application:

- Architectural Design Survey of Marsh Street Park
- Agricultural Soil Testing Report
- Summary Report: Pre-Demolition Bulk Asbestos and Lead-based Paint Survey
- SCA Hazardous Materials Specification
- Geotechnical Report Update, Proposed Marsh Park
- Hydrology and Hydraulics Report, Marsh Park

Task C.2 Final Design

This task includes the preparation of the project final design plans and specifications and construction documents.

Deliverables:

- Final Design Plans and Specifications
- Construction Documents

Task C.3 Environmental Documentation

The environmental process and documentation will consist of:

- Preparation of a CEQA Initial Study to identify and document potential project impacts.
- Preparation of a Mitigated Negative Declaration
- Public input through a formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- CEQA Initial Study
- Mitigated Negative Declaration
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of local and State agencies. Each of the identified agencies have jurisdiction over aspects of the work. The table identifies the permits and the permitting agencies.

Permit	Agency
Grading Permit	City of Los Angeles
Demolition Permit	City of Los Angeles
Building Permit	City of Los Angeles
Storm Water Pollution Prevention Plan	State Water Resources Control Board

Deliverables:

- Grading Permit
- Demolition Permit
- Building Permit
- Storm Water Pollution Prevention Plan

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

The expansion of the park will involve mobilization; site preparation; demolition of two industrial buildings; construction of three formal areas where education programs will be conducted on environmental stewardship and water quality (covered outdoor classroom, outdoor pavilion, and shaded seating area), a restroom for workshop participants, nature trails, educational signage, educational landscaping with primarily Native Californian plants, paving, bioswales, overflow storm drains for large storms, parking area, fencing, and utilities; and demobilization.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all project documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

Environmental mitigation measures will be implemented to protect air quality, nesting birds, geology and soils, cultural resources if encountered, guard against hazardous material contamination, and moderate noise pollution and construction waste.

The demolition of the two industrial buildings will be monitored to ensure abatement of asbestos, stabilization of lead-based paints, and compliance with air quality requirements.

Deliverables:

- Demolition Abatement Monitoring Report
- Environmental Mitigation Monitoring Report

PROJECT 6: OXFORD RETENTION BASIN MULTI-USE ENHANCEMENT PROJECT

PROJECT SPONSOR: Los Angeles County Flood Control District

PROJECT DESCRIPTION: Oxford Retention Basin is a 10.7 acre facility located in the community of Marina Del Rey that serves as a large detention pond for urban and stormwater runoff, high groundwater, and tidal flows from Marina Del Rey Harbor. The Project will enhance flood protection by adding a two foot high parapet wall and modifying the existing catch basins on Oxford Avenue to include trash excluders. The Project will also address water quality deficiencies through the construction of a vegetated circulation berm and bio-swales, and will include native plants within the basin. Recreational and aesthetic appeal will be improved by including trails and observation areas. The Project will increase the retention capacity of the basin by approximately 20 AF.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, and coordinating with the IRWM regional manager and with the various agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

The following studies were completed as part of the project's assessment and evaluation:

- Geotechnical/Environmental Investigation of the subsurface conditions of the site prior to construction activities.
- Review of Existing Biological Conditions at Oxford Basin
- Oxford Retention Basin Sediment and Water Quality Characterization Study

Deliverables:

- Geotechnical/Environmental Investigation
These studies were provided to DWR as a part of the grant application:
- Review of Existing Biological Conditions at Oxford Basin
- Oxford Retention Basin Sediment and Water Quality Characterization Study

Task C.2 Final Design

This task includes the preparation of final design plans and specifications, and a constructability review.

Deliverables:

- Final Design Plans and Specifications

Task C.3 Environmental Documentation

The environmental process and documentation will consist of:

- Preparation of a CEQA Initial Study to identify and document potential project impacts.
- Preparation of a Mitigated Negative Declaration
- Public input through a formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- CEQA Initial Study
- Mitigated Negative Declaration
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of local, State, and federal agencies. Each of the identified agencies have jurisdiction over aspects of the work. The table identifies the permits and the permitting agencies.

Permit	Agency
Clean Water Act Section 401 Water Quality Certification	Los Angeles Regional Water Quality Control Board
Streambed Alteration Agreement	California Department of Fish and Wildlife
Clean Water Act Section 408 404 Permit	US Army Corps of Engineers
Coastal Development Permit	California Coastal Commission

Deliverables:

- Clean Water Act Section 401 Water Quality Certification
- Streambed Alteration Agreement
- Clean Water Act Section 404 Permit
- Coastal Development Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

Mobilization and Site Preparation

Mobilization and site preparation includes:

- mobilizing equipment
- installing temporary construction trailers
- discharging the water from the basin
- removing approximately 3,000 CY of accumulated sediment within the basin, of which an anticipated 250 CY and 2,750 CY

- will be disposed at Class I and Class III landfills, respectively
- removing existing vegetation
 - removing about 6,700 CY of contaminated soils along the perimeter of Oxford basin, of which an anticipated 3,700 CY and 3,000 CY will be disposed at Class I and Class III landfills, respectively
 - replacing the contaminated soils with clean imported fill
 - demolishing paving and fencing

Project Construction

Project construction will include:

- Constructing retaining walls along Washington Boulevard and the southern boundary of Oxford Basin.
- Constructing a 6-to-8-foot-wide decomposed granite walking trail around the perimeter of the basin.
- Installing wildlife-friendly lighting for the walking trail around the perimeter of Oxford Basin.
- Installing a boat ramp to allow access to Oxford Basin for routine maintenance, trash removal, and water quality monitoring.
- Replacing the existing tide gates with programmable tide gates to allow water exchange and to improve the water quality of the basin. The existing control system will be commissioned to properly operate with the new tide gates.
- Constructing a berm between the two tide gates to increase circulation and dissolved oxygen levels of the water to improve the water quality.
- Constructing an access ramp and walkway from Admiralty Way adjacent to the tide gate control house for maintenance and operation purposes.
- Planting native plants.
- Installing an irrigation system to establish the new native plants.
- Constructing six observation deck areas and a gateway area overlooking Oxford Basin.
- Installing approximately 3,550 linear feet of 4-foot-high ornamental steel fence around the perimeter of the basin to improve the aesthetics.
- Grading work inside and outside of the basin
- Installing interpretive signage at the observation decks and along the walking trail to educate users about the Project and its benefits.
- Planting two bioswales near the Gateway and observation areas to collect and treat the runoff around the basin.
- Installing benches and other furnishings at the observation areas.

Performance Testing and Demobilization

The existing control system and monitoring equipment will be performance tested. Contractor will demobilize after performance testing and the final inspection and punch list items are completed.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

Environmental mitigation measures have been incorporated into the project design and will be implemented under project construction.

PROJECT 7: PACOIMA SPREADING GROUNDS IMPROVEMENTS PROJECT

PROJECT SPONSOR: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The Pacoima Spreading Grounds is a groundwater replenishment facility that recharges the San Fernando Valley Groundwater Basin using local surface water flows and imported water. The Project will improve the groundwater recharge capability by removing sediment and clay lenses, and combining and deepening the basins. The Project will also eliminate potential flooding risks through the replacement of the radial gate and intake canal. Groundwater recharge will be increased by approximately 10,500 AFY.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, coordinating with the IRWM regional manager and with the various agencies regarding operational and implementation issues, preparing a Memorandum of Understanding for cost sharing, and consulting with Legal experts.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

A geologic investigation was completed to determine the cause of decreasing percolation rates and determine basin excavation depths.

Deliverables:

- Geotechnical Investigation Report

Task C.2 Final Design

This task includes the preparation of a project concept report, conceptual design plans, and final design plans and specifications.

Deliverables:

- Project Concept Report
- Final Design Plans and Specifications

Task C.3 Environmental Documentation

The environmental process and documentation will consist of

1. Preparation of a CEQA Initial Study to identify and document potential project impacts.
2. Preparation of a Mitigated Negative Declaration or an Environmental Impact Report, as applicable
3. Public input through formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- CEQA Initial Study
- Mitigated Negative Declaration or an Environmental Impact Report, as applicable
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of State and federal agencies. Each of the identified agencies have jurisdiction over aspects of the work. The table identifies the permits and the permitting agencies.

Permit	Agency
401 Water Quality Certification	Regional Water Quality Control Board
404 Permit	US Army Corps of Engineers
408 Permit	US Army Corps of Engineers
1602 Permit	California Department of Fish and Wildlife

Deliverables:

- 401 Water Quality Certification
- 404 Permit
- 408 Permit
- 1602 Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

Mobilization and Site Preparation

Equipment will be mobilized and temporary construction trailers will be installed on site.

Project Construction

Project construction will include:

- replacing the existing radial gate in the Pacoima Diversion Channel with an inflatable rubber dam
- installing a control system for the rubber dam in an existing building adjacent to the spreading grounds intake
- replacing the intake canal with four underground reinforced concrete pipes
- filling and re-grading the intake canal as a flat, open area
- removing sediment and clay lenses to enhance percolation
- combining and deepening the spreading basins to increase storage volume to 1,197 acre feet
- installing new inter-basin structures, pipes, and control gates
- installing new telemetry and flow measurement instrumentation
- installing a trash rack on the intake to the spreading grounds
- upgrading the electric motor operators and slide gates at the intake

Performance Testing and Demobilization

The instrumentation, control gates, rubber dam, and rubber dam control system will be performance tested. Contractor will demobilize after performance testing and the final inspection and punch list items are completed.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

This task includes any required environmental mitigation and enhancement measures identified in the CEQA documents and permits that are not included in Construction. An environmental compliance inspector will be designated to ensure compliance with mitigation measures.

Deliverables:

- Summary of Mitigation Measures Implemented

PROJECT 8: PECK WATER CONSERVATION IMPROVEMENT PROJECT

PROJECT SPONSOR: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The Peck Road Spreading Basin is a groundwater replenishment facility that recharges the Main San Gabriel Groundwater Basin using local surface water flows. The Project will implement percolation improvements to allow for increased recharge capability by removing sediment. The Project will also reduce potential flood risks through the construction of a pump station and pipeline that will provide the flexibility to pump water to the San Gabriel River. Groundwater recharge will be increased by approximately 1,800 AFY.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, coordinating with the IRWM regional manager and with the various agencies regarding operational and implementation issues, preparing a Memorandum of Understanding for cost sharing, and consulting with Legal experts.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

The proposed pipeline will run through one parcel of private property and along public streets in Arcadia, therefore it will require easement acquisitions.

Deliverables:

- Copy of Easement(s)

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment, Evaluation, and Final Design

A geologic investigation will be conducted to aid in the project design. This task also includes the preparation of a project concept report, conceptual design plans, and final design plans and specifications.

Deliverables:

- Geotechnical Recommendations Report
- Peck Water Conservation Improvement Project Concept Report
- Final Design Plans and Specifications

Task C.2 Environmental Documentation

This task includes the environmental planning efforts required to complete project development in the form of environmental processing and documentation.

The environmental process and documentation will consist of

1. Preparation of a CEQA Initial Study to identify and document potential project impacts.
2. Preparation of Mitigated Negative Declaration.
3. Public input through formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- CEQA Initial Study
- Mitigated Negative Declaration
- Notice of Determination

Task C.3 Permitting

Permitting for this project will require the involvement of State and federal agencies. Each of the identified agencies have jurisdiction over aspects of the work. The table identifies the permits and the permitting agencies.

Permit	Agency
401 Water Quality Certification	Regional Water Quality Control Board
404 Permit	US Army Corps of Engineers
408 Permit	US Army Corps of Engineers
1602 Permit	California Department of Fish and Wildlife

Deliverables:

- 401 Water Quality Certification
- 404 Permit
- 408 Permit
- 1602 Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Notice of Advertisement for Bids
- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

Mobilization and Site Preparation

Equipment will be mobilized and temporary construction trailers will be installed on site.

Project Construction

Project construction will include:

- constructing a pump station and installing two pumps
- installing an approximate 7,000 foot 42" ductile iron pipeline to convey flows from the pump station at Peck Road Spreading Basin to the San Gabriel River
- installing a control system for the pumps at the crest of the spreading basin
- constructing an outlet structure at the river
- dewatering the basin

- excavating about approximately 110,000 cubic yards of material from the basin to improve percolation
- processing and hauling away excavated material to a disposal site
- installing new flow measuring instrumentation

Performance Testing and Demobilization

The pumps, control system, instrumentation, and monitoring equipment will be performance tested. Contractor will demobilize after performance testing and the final inspection and punch list items are completed.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Notice of Field Acceptance
- Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

This task includes any required environmental mitigation and enhancement measures identified in the CEQA documents and permits that are not included in Construction. An environmental compliance inspector will be designated to ensure compliance with mitigation measures.

Deliverables:

- Summary of Mitigation Measures Implemented

PROJECT 9: SAN JOSE CREEK WATER RECLAMATION PLANT EAST PROCESS OPTIMIZATION PROJECT

PROJECT SPONSOR: Sanitation Districts of Los Angeles County

PROJECT DESCRIPTION: The Project will optimize wastewater treatment to increase volume of Title 22 standards compliant recycled water by approximately 8,400 AFY for reuse through groundwater recharge, and municipal and industrial use. Improvements will include installation of flow equalization, implementation of sequential chlorination, replacement of process air compressors, and optimization of the aeration system.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project including implementing the necessary contracts; preparing reports and plans; ensuring compliance with grant requirements; coordinating with the IRWM regional manager, LACFCD, and with the various stakeholders and agencies regarding operational and implementation issues; and consulting with Legal experts.

This task also includes preparation of: progress reports and grant reimbursement requests (invoices), and preparation of the final project report (as of the end of Planning/Design/Engineering/Environmental Documentation). All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Progress Reports
- Invoices
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

The following studies were completed as part of the project's assessment and evaluation:

- Clearwater Program Master Facilities Plan (2012)
- San Jose Creek WRP Process Air Compressor Efficiency Study RI (2010)
- Update to San Jose Creek WRP Process Air Compressor Efficiency Study (2012)
- Recycled Water Supply for GRIP – August 2010 Update (2010)
- Sequential Chlorination: A New Approach for Disinfection of Recycled Water (2009)
- Equalization Volume Required for Complete Nitrification at the San Jose Creek East Water Reclamation Plant (2013)
- Flow Equalization Alternatives at San Jose Creek East Water Reclamation Plant (2013)
- Twenty-Second Annual Status Report on Recycled Water, Fiscal Year 2010-2011 (2012)
- Twenty-Third Annual Status Report on Recycled Water, Fiscal Year 2011-2012 (2013)
- Design Request – Construction of Flow Equalization at San Jose Creek Water Reclamation Plant (2013)

The following study will be completed as part of the project's assessment and evaluation:

- Twenty-Fourth Annual Status Report on Recycled Water, Fiscal Year 2013-2013, Draft (2014)

Deliverables:

- Design Request – Construction of Flow Equalization at San Jose Creek Water Reclamation Plant (2013)
- Twenty-Fourth Annual Status Report on Recycled Water, Fiscal Year 2013-2013, Draft (2014)

These studies were provided to DWR as a part of the grant application:

- Clearwater Program Master Facilities Plan (2012)

- San Jose Creek WRP Process Air Compressor Efficiency Study RI (2010)
- Update to San Jose Creek WRP Process Air Compressor Efficiency Study (2012)
- Recycled Water Supply for GRIP – August 2010 Update (2010)
- Sequential Chlorination: A New Approach for Disinfection of Recycled Water (2009)
- Equalization Volume Required for Complete Nitrification at the San Jose Creek East Water Reclamation Plant (2013)
- Flow Equalization Alternatives at San Jose Creek East Water Reclamation Plant (2013)
- Twenty-Second Annual Status Report on Recycled Water, Fiscal Year 2010-2011 (2012)
- Twenty-Third Annual Status Report on Recycled Water, Fiscal Year 2011-2012 (2013)

Task C.2 Final Design

This task includes the preparation of the final design plans and specifications of the Project, including but not limited to: flow equalization, process air compressors (PACs) replacement and aeration system upgrades, and sequential chlorination.

Deliverables:

- Final Design Plans and Specifications

Task C.3 Environmental Documentation

This task includes the environmental planning efforts required to complete project development in the form of environmental processing and documentation.

The environmental process and documentation will consist of

1. Preparation of Mitigated Negative Declaration.
2. Public input through formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- Mitigated Negative Declaration
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of one local agency. The table identifies the permit and the permitting agency.

Permit	Agency
Air Permit	South Coast Air Quality Management District

Deliverable:

- Air Permit

CATEGORY D. Construction/Implementation

Project construction is not included in the scope of this Agreement because Sanitation Districts of Los Angeles County has secured other funding for construction which is scheduled to be completed mid-2020.

PROJECT 10: SOUTH GARDENA RECYCLED WATER PIPELINE PROJECT

PROJECT SPONSOR: West Basin Municipal Water District

PROJECT DESCRIPTION:

The Project will construct 1.25 miles of recycled water pipeline to serve 120 AFY of non-potable water for irrigation at Gardena High School, South Garden Park, Roosevelt Memorial Park Association, and C Stars Nursery.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project including implementing the necessary contracts; preparing reports and plans; ensuring compliance with grant requirements; coordinating with the IRWM regional manager, LACFCD, and with the various stakeholders and agencies regarding operational and implementation issues; and consulting with Legal experts.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

The following studies were completed as part of the project's assessment and evaluation:

- 2003 Programmatic EIR for the Harbor/South Bay Water Recycling Project and 2009 Supplemental EIS/EIR for the Harbor South Bay Water Recycling Project
- 2009 WBMWD Capital Implementation Master Plan
- 2012 LADWP Non-Potable Reuse Master Planning Report

Deliverables:

- 2003 Programmatic EIR for the Harbor/South Bay Water Recycling Project and 2009 Supplemental EIS/EIR for the Harbor South Bay Water Recycling Project
- These studies were provided to DWR as a part of the grant application:*
- 2009 WBMWD Capital Implementation Master Plan
 - 2012 LADWP Non-Potable Reuse Master Planning Report

Task C.2 Final Design

This task includes the preparation of the preliminary design and final design plans and specifications of the Project.

Deliverables:

- Preliminary Design
- Final Design Plans and Specifications

Task C.3 Environmental Documentation

Harbor/South Bay Water Recycling Project Programmatic EIR (2003) and the Supplemental EIS/EIR (2009) include this Project. The need to prepare a Categorical Exemption will be evaluated and if required, will be prepared and filed.

Deliverables:

- Notice of Exemption, if required

Task C.4 Permitting

Permitting for this project will require the involvement of local and State agencies. The table identifies the permits and the permitting agencies.

Permit	Agency
Caltrans, permits to be determined	Caltrans
Encroachment Permit	City of Gardena
Encroachment Permit (U Permit)	City of Los Angeles
Los Angeles County Flood Control District (LACFCD), permits to be determined	LACFCD
Notification letter to Department of Public Health (DPH)	DPH
NPDES Permit	Los Angeles Regional Water Quality Control Board

Deliverables:

- Caltrans Permits, if required
- Encroachment Permit
- U Permit
- LACFCD Permits, if required
- Letter to DPH
- NPDES Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Package
- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

Mobilization and Site Preparation

Mobilization and Site Preparation will include utility markings, surveying, potholing, construction temporal re-striping for traffic control, material and equipment procurement, and storage area setup.

Project Construction

Project construction will include implementing traffic control, saw-cutting, trenching, installing approximately 1.25 miles of pipeline, placing pavement, and restoring striping.

Performance Testing and Demobilization

Performance testing and demobilization will include pressure tests, cleanup of project site and storage area, and demobilization of equipment.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by California Registered Professional.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

This task includes any required environmental mitigation measures identified in the CEQA documents and disposal of pressure test water per NPDES permit requirements.

Deliverables:

- Construction BMPs
- NPDES Permit Requirements

PROJECT 11: UPPER MALIBU CREEK WATERSHED RESTORATION PROJECT

PROJECT SPONSOR: City of Agoura Hills

PROJECT DESCRIPTION:

The Project will remove concrete lining from Medea Creek to allow urban runoff to percolate and enhance filtration of pollutants and removal of metals. Native vegetation will be planted to help metabolize coliforms and nutrients, and reduce eutrophication. The Project will restore approximately 1.25 acres of new riparian habitat that will reconnect mammal migration corridors, remove fish migration barriers, establish trail connection and provide educational signage.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project including implementing the necessary contracts; preparing reports and plans; ensuring compliance with grant requirements; coordinating with the IRWM regional manager, LACFCD, and with the various stakeholders and agencies regarding operational and implementation issues; and consulting with Legal experts.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Land along Medea Creek is in the process of being quit claim deeded over to the City of Agoura Hills from LACFCD. Project staging areas are on land within the ownership of the City.

Deliverables:

- Copy of Quit Claim Deed

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

The following studies will be completed as part of the project's assessment and evaluation:

- Project Concept Report (feasibility study): Technical evaluations of site conditions, project goals and objectives, needs and constraints, and alternatives will be performed. This will include geotechnical and hydraulic modeling.
- Project Design Concept: Based on results of the Project Concept Report, the scope of the design will be outlined.

Deliverables:

- Project Concept Report
- Project Design Concept

Task C.2 Final Design

The following will be completed under Final Design:

- Develop and Release Request for Proposal (RFP) to design the project and complete Project plans and specifications.
- Complete preliminary design and release design to stakeholders for comment.
- Conduct stakeholder outreach through meetings with stakeholders to address their design review comments.
- Complete final design of plans, specifications, and cost estimate.

Deliverables:

- Bid Summary
- Summary of Stakeholder Comments
- Final Design Plans, Specifications and Cost Estimate

Task C.3 Environmental Documentation

This task includes the environmental planning efforts required to complete project development in the form of environmental processing and documentation.

The environmental process and documentation will consist of

1. Preparation of a CEQA Initial Study to identify and document potential project impacts.
2. Preparation of a Mitigated Negative Declaration
3. Public input through formalized process for publication, circulation, and adoption of CEQA determination.

Deliverables:

- CEQA Initial Study
- Mitigated Negative Declaration
- Notice of Determination

Task C.4 Permitting

Permitting for this project will require the involvement of State and federal agencies. The table identifies the permits and the permitting agencies.

Permit	Agency
Streambed Alteration Permit	Department of Fish and Wildlife
401 Certification	LA Regional Water Quality Control Board
404 Permit	United States Army Corps of Engineers

Deliverables:

- Streambed Alteration Permit
- 401 Certification
- 404 Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Package
- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

The work listed below will be completed to naturalize a 450 foot portion of a concrete channel and restore 1.25 acres of riparian habitat on Medea Creek.

Mobilization and Site Preparation

Mobilization and site preparation will include setting up equipment and materials on worksites.

Project Construction

Project construction will include:

- clearing, grubbing, channel demolition, and removal
- approximately 1,500 cubic yards of earthwork associated with side slopes, terraces, low-flow channel, rock groin, and willow trenches
- placement of approximately 1,100 tons of planted rock toe revetment, planted rock groin, planted rock weirs and pool
- willow trench staking
- installation of Rootwads
- installation of approximately 500 feet of Planted Coir Bio D Block
- hydroseeding
- placement of erosion control blankets on terrace and slopes
- irrigation of installed plants
- planting of native species
- construction of 4 foot high retaining walls
- construction of approximately 200 feet of concrete masonry floodwalls

Demobilization

Demobilization will include removal of all equipment and vehicles from work sites.

Deliverables:

- Photo Documentation of Construction

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

Task D.4 Environmental Compliance and Mitigation

This task includes any required environmental mitigation measures identified in the CEQA documents.

Deliverables:

- Summary of Mitigation Measures Implemented

PROJECT 12: VERMONT AVENUE STORMWATER CAPTURE AND GREEN STREET PROJECT

PROJECT SPONSOR: City of Los Angeles

PROJECT DESCRIPTION: The Vermont Avenue Stormwater Capture and Green Street Project (Project) will implement a series of stormwater best management practices (BMPs) along Vermont Avenue and in three tributary areas (Area A, Area B, and Area C) in the City of Los Angeles. The Project will employ vegetated facilities known as Green Street BMPs to manage stormwater runoff at its source, reduce flows, improve water quality, relieve nuisance flooding, and enhance watershed health. The expected water quality physical benefits for the Project are reductions of: approximately 1,200 kg/year total suspended solids, approximately 3.5 kg/year total phosphorus, approximately 25 kg/year total nitrogen. The Project will also reduce urban runoff and stormwater flows by an estimated 600,000 cubic feet per year. As part of the Project, the City will assess water quality benefits, cost effectiveness, land use, and environmental compatibility of stormwater BMPs. The Project includes public outreach and education, and will assess public response to the project as a result of these efforts to provide data for further development of Green Street projects in the City of Los Angeles and inspire other communities to pursue similar results.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, coordinating with the IRWM regional manager, LACFCD, and with the various stakeholders and agencies regarding operational and implementation issues, and preparation of a Memorandum of Understanding with partner agencies.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

An engineering survey, water quality sample collection and analysis, and a geotechnical survey and analysis will be completed. The engineering survey will be used to determine cost-effective placement of water quality features (e.g., minimizing utility relocation), and the geotechnical analysis will inform type of water quality features to be implemented. For instance, if shallow soil possesses an adequate infiltration rate, infiltration swales can be used. If shallow soil does not possess an adequate infiltration rate, biofiltration swales can instead be implemented and deeper soils will be analyzed to determine infiltration capacity for use of drywells. Water quality monitoring will be performed to confirm water quality in order to further inform BMP selection.

Deliverables:

- Engineering Survey
- Water Quality Sample Results
- Geotechnical Survey and Results

Task C.2 Final Design

Final design will include development of a monitoring plan, as outlined in Paragraph 21 of this agreement; and final engineering and landscape construction plans and specifications. It will also include a public briefing to insure public comments are addressed.

Deliverables:

- Project Monitoring Plan
- Final plans and Specifications

Task C.3 Environmental Documentation

This task includes the preparation of a Notice of Exemption.

Deliverables:

- Notice of Exemption

Task C.4 Permitting

Permitting for this project will require the involvement of only a local agency. The table identifies the permits and the permitting agency.

Permit	Agency
A Permits (LAMC 62.106.a)	City of Los Angeles
Excavation Permit	City of Los Angeles
Safety Permits	City of Los Angeles/ State of California

Deliverables:

- A Permit (LAMC 62.106.a)
- Excavation Permit
- Safety Permits

CATEGORY D. Construction/ Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed. This task and deliverables are contingent upon the City's bid process. In the event the City constructs the project with in-house resources, deliverables listed below will not be required.

Deliverables:

- Bid Summary
- Award of Contract
- Notice to Proceed

Task D.2 Construction

The work listed below will be completed along Vermont Avenue and at Area A, Area B, and Area C; these areas encompass approximately 4.7 acres, 16.9 acres, and 17.4 acres, respectively. The Project will implement a series of stormwater best management practices.

Mobilization and Site Preparation

Laydown areas for construction will be secured with perimeter fencing, safety measures will be established, and a Stormwater Pollution Prevention Plan will be prepared and executed.

Project Construction

Project construction will involve demolition, removal and disposal, and installation of the Project in accordance with the plans and

specifications. Features that may be implemented are: biofiltration median, parkway swales, vegetated stormwater curb extensions, dry-wells, tree well water devices, curb and gutter modifications to divert flows to BMPs, and green street infiltration systems.

Performance Testing and Demobilization

After construction, performance reviews and monitoring will be conducted and analyses will be performed to determine any minor adjustments for optimization of the features.

Deliverables:

- Photo Documentation of Installations
- Performance Testing and Analyses

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting pre-construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions; these as-built drawings will be signed by a professional engineer, and plans will be indexed for documentation of improvement in the city right of way.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

PROJECT 13: WALNUT SPREADING BASIN IMPROVEMENTS PROJECT

PROJECT SPONSOR: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The Walnut Spreading Basin is a 16 acre groundwater replenishment facility that recharges the Main San Gabriel Groundwater Basin using local surface water flows. The Project will increase the recharge capacity of the facility by removing fine sediments and clays and installing two pumps. The pumps will allow for annual drying of the deep spreading basin to improve percolation. The Project will result in an increase in percolation by approximately 500 AFY.

TASKS

CATEGORY A. Direct Project Administration

Task A.1 Project Administration

This task includes all administration activities associated with the Project, including implementing the necessary contracts, preparing reports and plans, ensuring compliance with grant requirements, coordinating with the IRWM regional manager and with the various stakeholders and agencies regarding operational and implementation issues.

This task also includes adopting and enforcing a labor compliance program pursuant to California Labor Code Section 1771.3 and applicable laws. Compliance will be in place prior to award of construction contract.

Lastly, this task includes preparation of: progress reports and grant reimbursement requests (invoices); project monitoring plan, as outlined in Paragraph 21 of this agreement; and preparation of the final project report. All reports will meet generally accepted professional standards for technical reporting and the terms of this agreement outlined in Exhibit G.

Deliverables:

- Proof of compliance with the California Department of Industrial Relations requirements, available upon request.
- Progress Reports
- Invoices
- Project Monitoring Plan
- Draft and Final Project Report

CATEGORY B. Land Purchase / Easement

Not applicable

CATEGORY C. Planning / Design / Engineering / Environmental Documentation

Task C.1 Assessment and Evaluation

The Walnut Creek Spreading Grounds Pump Station Project Foundation and Backfill Recommendation Report was completed for assessment and evaluation.

Deliverables:

- Walnut Creek Spreading Grounds Pump Station Project Foundation and Backfill Recommendation Report

Task C.2 Final Design

This task includes the preparation of a project concept report, conceptual design plans, and final design plans and specifications.

Deliverables:

- Project Concept Report
- Final plans and Specifications

Task C.3 Environmental Documentation

A Notice of Exemption will be filed.

Deliverables:

- Notice of Exemption

Task C.4 Permitting

Permitting for this project will require the involvement of a federal agency. The table identifies the permit and the permitting agency.

Permit	Agency
Section 408 Permit	US Army Corps of Engineers

Deliverables:

- Section 408 Permit

CATEGORY D. Construction/Implementation

Task D.1 Construction Contracting

This task includes work involved with the bidding process: preparation of bid packages, advertisement for bids, pre-bid meeting with contractors, evaluation of received bids, approval and award of contract, and issuance of Notice to Proceed.

Deliverables:

- Bid Package
- Bid Summary
- Award of Contract
- Notice to Proceed

**Task D.2 Construction
Mobilization and Site Preparation**

Equipment will be mobilized and temporary construction trailers will be installed on site.

Project Construction

Project construction will include:

- installing two pumps, one pump station, and approximately 250 feet of pipeline to send water from Walnut Spreading Basin to Walnut Wash
- installing a control system for the pumps at the crest of the spreading basin
- dewatering the basin
- excavating about 10,000 cubic yards of sediment from the entire basin
- processing and hauling away excavated sediment to a disposal site
- installing a new flow measurement instrumentation

Performance Testing and Demobilization

The pumps, control system, and flow measurement instrumentation will be performance tested. Contractor will demobilize after performance testing and the final inspection and punch list items are completed.

Deliverables:

- Photo Documentation of Construction
- Performance Test Results

Task D.3 Construction Administration

Construction Oversight

This task includes the collection, review, and filing of all documentation; conducting pre-construction meetings; review of contractor submittals, change orders, and construction invoices; and conducting construction inspection and monitoring by Certified Engineer.

As-Built Drawings

After completion of construction, design drawings will be modified to reflect construction conditions; these as-built drawings will be signed by a professional engineer.

Deliverables:

- Construction Observation Reports
- Copy of Notice of Completion
- Engineer's Certification of Completion
- As-Built Drawings

**EXHIBIT B
BUDGET**

Proposition 84 Round 2 Implementation Grant Agreement Budget					
Project Sponsor and Project Name		Grant Amount	Funding Match	Additional Cost Share	Total Cost
1	Los Angeles County Flood Control District - Grant Agreement Administration	\$248,091.00	\$0.00	\$0.00	\$248,091.00
2	City of Calabasas - Citywide Storm Drain Catch Basin Curb Screens Project	\$1,180,725.00	\$324,775.00	\$0.00	\$1,505,500.00
3	City of Carson - Dominguez Channel Trash Reduction Project	\$1,462,500.00	\$470,000.00	\$0.00	\$1,932,500.00
4	Los Angeles County Flood Control District - Dominguez Gap Spreading Grounds West Basin Percolation Enhancements Project	\$2,000,000.00	\$851,009.00	\$0.00	\$2,851,009.00
5	Mountains Recreation and Conservation Authority - Marsh Park, Phase II Project*	\$1,309,077.00	\$0.00	\$3,934,780.00	\$5,243,857.00
6	Los Angeles County Flood Control District - Oxford Retention Basin Multi-Use Enhancement Project	\$1,500,000.00	\$4,816,085.00	\$4,548,654.00	\$10,864,739.00
7	Los Angeles County Flood Control District - Pacoima Spreading Grounds Improvements Project	\$4,032,819.00	\$9,897,124.00	\$21,148,742.00	\$35,078,685.00
8	Los Angeles County Flood Control District - Peck Water Conservation Improvement Project*	\$4,777,500.00	\$0.00	\$3,038,314.00	\$7,815,814.00
9	Sanitation Districts of Los Angeles County - San Jose Creek Water Reclamation Plant East Process Optimization Project	\$2,925,000.00	\$75,000.00	\$3,911,000.00	\$6,911,000.00
10	West Basin Municipal Water District - South Gardena Recycled Water Pipeline Project*	\$975,000.00	\$0.00	\$1,237,131.00	\$2,212,131.00
11	City of Agoura Hills - Upper Malibu Creek Watershed Restoration Project	\$1,218,750.00	\$403,250.00	\$0.00	\$1,622,000.00
12	City of Los Angeles - Vermont Avenue Stormwater Capture and Green Street Project*	\$604,500.00	\$0.00	\$4,169,576.00	\$4,774,076.00
13	Los Angeles County Flood Control District - Walnut Spreading Basin Improvements Project	\$1,200,000.00	\$1,298,385.00	\$387,728.00	\$2,886,113.00
Grand Total		\$23,433,962.00	\$18,135,628.00	\$42,375,925.00	\$83,945,515.00

Total Project Costs with DAC Waiver* \$20,045,878.00

Agreement Funding Match Percentage 28%

Project 1 - Los Angeles County Flood Control District - Grant Agreement Administration					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$248,091.00	\$0.00	\$0.00	\$248,091.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$0.00	\$0.00	\$0.00
D	Construction/ Implementation	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$248,091.00	\$0.00	\$0.00	\$248,091.00

Project 2 - City of Calabasas - Citywide Storm Drain Catch Basin Curb Screens Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$31,418.00	\$96,708.00	\$0.00	\$128,126.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$62,300.00	\$125,605.00	\$0.00	\$187,905.00
D	Construction/ Implementation	\$1,087,007.00	\$102,462.00	\$0.00	\$1,189,469.00
Grand Total		\$1,180,725.00	\$324,775.00	\$0.00	\$1,505,500.00

Project 3 - City of Carson - Dominguez Channel Trash Reduction Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$20,000.00	\$0.00	\$20,000.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$371,000.00	\$0.00	\$371,000.00
D	Construction/ Implementation	\$1,462,500.00	\$79,000.00	\$0.00	\$1,541,500.00
Grand Total		\$1,462,500.00	\$470,000.00	\$0.00	\$1,932,500.00

Project 4 - Los Angeles County Flood Control District – Dominguez Gap Spreading Grounds - West Basin Percolation Enhancements Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$89,248.00	\$0.00	\$89,248.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$244,656.00	\$0.00	\$244,656.00
D	Construction/ Implementation	\$2,000,000.00	\$517,105.00	\$0.00	\$2,517,105.00
Grand Total		\$2,000,000.00	\$851,009.00	\$0.00	\$2,851,009.00

Project 5 - Mountains Recreation and Conservation Authority - Marsh Park, Phase II Project					
DAC Waiver					
Budget Category		Grant Amount	Funding Match	Additional Cost Share*	Total Cost
A	Direct Project Administration	\$48,380.00	\$0.00	\$295,820.00	\$344,200.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$0.00	\$427,650.00	\$427,650.00
D	Construction/ Implementation	\$1,260,697.00	\$0.00	\$3,211,310.00	\$4,472,007.00
Grand Total		\$1,309,077.00	\$0.00	\$3,934,780.00	\$5,243,857.00

* Approximately \$3.6M from Los Angeles County Prop A Excess Funds, Santa Monica Mountains Conservancy Proposition 84, and California State Parks. AB31 Los Angeles Conservation Corps has also contributed to the Project in-kind construction services (\$104,506).

Project 6 - Los Angeles County Flood Control District - Oxford Retention Basin Multi-Use Enhancement Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share*	Total Cost
A	Direct Project Administration	\$0.00	\$1,357,285.00	\$54,000.00	\$1,411,285.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$1,319,640.00	\$0.00	\$1,319,640.00
D	Construction/ Implementation	\$1,500,000.00	\$2,139,160.00	\$4,494,654.00	\$8,133,814.00
Grand Total		\$1,500,000.00	\$4,816,085.00	\$4,548,654.00	\$10,864,739.00

* \$2M from Prop 84 R1.

Project 7 - Los Angeles County Flood Control District - Pacoima Spreading Grounds Improvements Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$303,350.00	\$3,361.00	\$306,711.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$2,102,989.00	\$0.00	\$2,102,989.00
D	Construction/ Implementation	\$4,032,819.00	\$7,490,785.00	\$21,145,381.00	\$32,668,985.00
Grand Total		\$4,032,819.00	\$9,897,124.00	\$21,148,742.00	\$35,078,685.00

Project 8 - Los Angeles County Flood Control District - Peck Water Conservation Improvement Project DAC Waiver					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$0.00	\$138,608.00	\$138,608.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$0.00	\$850,000.00	\$850,000.00
D	Construction/ Implementation	\$4,777,500.00	\$0.00	\$2,049,706.00	\$6,827,206.00
Grand Total		\$4,777,500.00	\$0.00	\$3,038,314.00	\$7,815,814.00

Project 9 - Sanitation Districts of Los Angeles County - San Jose Creek Water Reclamation Plant East Process Optimization Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share*	Total Cost
A	Direct Project Administration	\$0.00	\$0.00	\$2,375,000.00	\$2,375,000.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$2,925,000.00	\$75,000.00	\$1,536,000.00	\$4,536,000.00
D	Construction/ Implementation	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$2,925,000.00	\$75,000.00	\$3,911,000.00	\$6,911,000.00

* Approximately \$49.4M from a combination of state loans and bonds.

Project 10 - West Basin Municipal Water District - South Gardena Recycled Water Pipeline Project					
DAC Waiver					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$0.00	\$151,906.00	\$151,906.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$0.00	\$393,887.00	\$393,887.00
D	Construction/ Implementation	\$975,000.00	\$0.00	\$691,338.00	\$1,666,338.00
Grand Total		\$975,000.00	\$0.00	\$1,237,131.00	\$2,212,131.00

Project 11 - City of Agoura Hills - Upper Malibu Creek Watershed Restoration Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$39,500.00	\$0.00	\$39,500.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$235,500.00	\$0.00	\$235,500.00
D	Construction/ Implementation	\$1,218,750.00	\$128,250.00	\$0.00	\$1,347,000.00
Grand Total		\$1,218,750.00	\$403,250.00	\$0.00	\$1,622,000.00

Project 12 - City of Los Angeles - Vermont Avenue Stormwater Capture and Green Street Project					
DAC Waiver					
Budget Category		Grant Amount	Funding Match	Additional Cost Share *	Total Cost
A	Direct Project Administration	\$0.00	\$0.00	\$303,112.00	\$303,112.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$0.00	\$502,320.00	\$502,320.00
D	Construction/ Implementation	\$604,500.00	\$0.00	\$3,364,144.00	\$3,968,644.00
Grand Total		\$604,500.00	\$0.00	\$4,169,576.00	\$4,774,076.00

*Funding requested and pending includes approximately \$1M from Metropolitan Transit Authority Grant, \$1M SMBRC, and \$1M Prop O. Project is proposed in Areas A, B, and C to accommodate allocation or non-availability of any specific funding source.

Project 13 - Los Angeles County Flood Control District - Walnut Spreading Basin Improvements Project					
Budget Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
A	Direct Project Administration	\$0.00	\$105,811.00	\$33,620.00	\$139,431.00
B	Land Purchase/Easement	\$0.00	\$0.00	\$0.00	\$0.00
C	Planning/Design/Engineering/ Environmental Documentation	\$0.00	\$321,589.00	\$0.00	\$321,589.00
D	Construction/ Implementation	\$1,200,000.00	\$870,985.00	\$354,108.00	\$2,425,093.00
Grand Total		\$1,200,000.00	\$1,298,385.00	\$387,728.00	\$2,886,113.00

EXHIBIT C
SCHEDULE

Project 1: Grant Agreement Administration

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	2/4/2014	6/30/2019
Task A.1: Administration	2/4/2014	6/30/2019
Task A.2: Reporting and Invoicing	2/4/2014	6/30/2019

Project 2: Citywide Storm Drain Catch Basin Curb Screens Project

Project Sponsor: City of Calabasas

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	2/3/2014	3/31/2017
Task A.1: Project Administration	2/3/2014	3/31/2017
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	10/7/2014	6/1/2015
Task C.1: Assessment and Evaluation	1/3/2015	2/5/2015
Task C.2: Final Design	3/1/2015	6/1/2015
Task C.3: Environmental Documentation	6/1/2015	7/1/2015
Task C.4: Permitting	7/1/2015	8/1/2015
Category (D) Construction / Implementation	10/1/2015	10/1/2016
Task D.1: Construction Contracting	10/1/2015	12/1/2015
Task D.2: Construction	1/1/2016	10/1/2016
Task D.3: Construction Administration	12/1/2015	10/1/2016
Task D.4: Environmental Compliance and Mitigation	1/1/2016	10/1/2016

Project 3: Dominguez Channel Trash Reduction Project

Project Sponsor: City of Carson

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	9/30/2014	10/1/2017
Task A.1: Project Administration	10/1/2014	10/1/2017
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	10/1/2014	10/1/2016
Task C.1: Assessment, Evaluation, and Design	10/1/2014	10/1/2016
Task C.2: Environmental Documentation	10/1/2014	10/1/2016
Task C.3: Permitting	12/1/2014	6/1/2015
Category (D) Construction / Implementation	4/15/2014	10/1/2016
Task D.1: Construction Contracting	1/10/2015	4/14/2015
Task D.2: Construction	4/15/2014	10/1/2016
Task D.3: Construction Administration	4/15/2014	10/1/2016

Project 4: Dominguez Gap Spreading Grounds West Basin Percolation Enhancements Project

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	2/3/2014	2/16/2017
Task A.1: Project Administration	2/3/2014	2/16/2017
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	2/3/2014	9/14/2015
Task C.1: Planning and Final Design	2/3/2014	7/16/2015
Task C.2: Environmental Documentation	7/20/2015	9/14/2015
Task C.3: Permitting	9/7/2015	9/14/2015
Category (D) Construction / Implementation	7/20/2015	7/21/2016
Task D.1: Construction Contracting	7/20/2015	12/10/2015
Task D.2: Construction	12/14/2015	6/23/2016
Task D.3: Construction Administration	10/26/2015	7/21/2016

Project 5: Marsh Park, Phase II Project

Project Sponsor: Mountains Recreation and Conservation Authority

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	9/30/2008	12/31/2014
Task A.1: Project Administration	9/30/2008	12/31/2014
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	9/30/2008	6/30/2014
Task C.1: Assessment and Evaluation	9/30/2008	3/29/2013
Task C.2: Final Design	9/30/2008	3/29/2013
Task C.3: Environmental Documentation	11/1/2011	9/28/2012
Task C.4: Permitting	11/1/2012	6/30/2014
Category (D) Construction / Implementation	1/1/2013	7/2/2014
Task D.1: Construction Contracting	1/1/2013	5/31/2013
Task D.2: Construction	6/3/2013	7/2/2014
Task D.3: Construction Administration	6/3/2013	7/2/2014
Task D.4: Environmental Compliance and Mitigation	6/3/2013	7/2/2014

Project 6: Oxford Retention Basin Multi-Use Enhancement Project

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	10/1/2013	7/1/2016
Task A.1: Project Administration	10/1/2013	7/1/2016
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	12/1/2008	6/27/2014
Task C.1: Assessment and Evaluation	11/1/2010	11/1/2012
Task C.2: Final Design	12/1/2008	3/29/2013
Task C.3: Environmental Documentation	5/24/2010	12/3/2010
Task C.4: Permitting	7/31/2012	6/27/2014
Category (D) Construction / Implementation	3/19/2014	2/1/2016
Task D.1: Construction Contracting	3/19/2014	10/20/2014
Task D.2: Construction	10/21/2014	2/1/2016
Task D.3: Construction Administration	9/30/2008	2/1/2016
Task D.4: Environmental Compliance and Mitigation	10/21/2014	2/1/2016

Project 7: Pacoima Spreading Grounds Improvements Project

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	1/1/2013	6/30/2019
Task A.1: Project Administration	1/1/2013	6/30/2019
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	9/3/2007	10/1/2016
Task C.1: Assessment and Evaluation	9/3/2007	12/1/2011
Task C.2: Final Design	1/3/2011	7/21/2014
Task C.3: Environmental Documentation	2/28/2013	10/1/2016
Task C.4: Permitting	9/24/2015	9/23/2016
Category (D) Construction / Implementation	10/1/2016	4/1/2019
Task D.1: Construction Contracting	10/1/2016	4/1/2017
Task D.2: Construction	4/1/2017	4/1/2019
Task D.3: Construction Administration	4/1/2017	4/1/2019
Task D.4: Environmental Compliance and Mitigation	4/1/2017	4/1/2019

Project 8: Peck Water Conservation Improvement Project

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	10/1/2013	8/31/2017
Task A.1: Project Administration	10/1/2013	8/31/2017
Category (B) Land Purchase/Easement	10/1/2013	6/22/2015
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	8/1/2012	6/22/2015
Task C.1: Assessment, Evaluation, and Final Design	1/7/2014	6/22/2015
Task C.2: Environmental Documentation	8/26/2013	9/19/2014
Task C.3: Permitting	5/19/2014	9/19/2014
Category (D) Construction / Implementation	6/23/2015	6/30/2017
Task D.1: Construction Contracting	6/23/2015	5/27/2016
Task D.2: Construction	5/30/2016	6/29/2017
Task D.3: Construction Administration	5/30/2016	6/30/2017
Task D.4: Environmental Compliance and Mitigation	5/30/2016	6/30/2017

Project 9: San Jose Creek Water Reclamation Plant East Process Optimization Project

Project Sponsor: Sanitation Districts of Los Angeles County

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	3/1/2013	8/31/2018
Task A.1: Project Administration	3/1/2013	8/31/2018
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	11/1/2010	5/30/2018
Task C.1: Assessment and Evaluation	11/1/2010	8/13/2014
Task C.2: Final Design	4/1/2014	5/30/2018
Task C.3: Environmental Documentation	4/1/2011	10/31/2014
Task C.4: Permitting	5/1/2015	12/30/2017
Category (D) Construction / Implementation		
not included in scope of Agreement		

Project 10: South Gardena Recycled Water Pipeline Project

Project Sponsor: West Basin Municipal Water District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	2/19/2014	6/30/2016
Task A.1: Project Administration	2/19/2014	6/30/2016
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	9/30/2008	5/26/2015
Task C.1: Assessment and Evaluation	9/30/2008	5/20/2011
Task C.2: Final Design	6/26/2014	5/26/2015
Task C.3: Environmental Documentation	10/4/2014	4/21/2015
Task C.4: Permitting	2/26/2015	5/26/2015
Category (D) Construction / Implementation	5/4/2015	5/16/2016
Task D.1: Construction Contracting	5/27/2015	8/26/2015
Task D.2: Construction	8/24/2015	4/12/2016
Task D.3: Construction Administration	5/4/2015	5/16/2016
Task D.4: Environmental Compliance and Mitigation	8/24/2015	3/13/2016

Project 11: Upper Malibu Creek Watershed Restoration Project

Project Sponsor: City of Agoura Hills

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	10/1/2014	9/30/2017
Task A.1: Project Administration	10/1/2014	9/30/2017
Category (B) Land Purchase/Easement		
Quit Claim Deed	9/1/2012	3/1/2013
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	2/1/2013	6/30/2016
Task C.1: Assessment and Evaluation	2/1/2013	4/30/2016
Task C.2: Final Design	4/1/2014	12/30/2015
Task C.3: Environmental Documentation	6/1/2013	3/30/2016
Task C.4: Permitting	2/1/2013	6/30/2016
Category (D) Construction / Implementation	9/1/2014	7/30/2017
Task D.1: Construction Contracting	9/1/2014	7/30/2017
Task D.2: Construction	3/1/2015	7/30/2017
Task D.3: Construction Administration	9/1/2014	7/30/2017
Task D.4: Environmental Compliance and Mitigation	2/1/2015	7/30/2017

Project 12: Vermont Avenue Stormwater Capture and Green Street Project

Project Sponsor: City of Los Angeles

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	2/1/2014	1/31/2019
Task A.1: Project Administration	2/1/2014	1/31/2019
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	3/26/2012	12/31/2015
Task C.1: Assessment and Evaluation	2/19/2014	12/1/2015
Task C.2: Final Design	10/1/2014	12/31/2015
Task C.3: Environmental Documentation	3/26/2012	6/1/2014
Task C.4: Permitting	2/1/2015	12/31/2015
Category (D) Construction / Implementation	1/1/2016	12/1/2018
Task D.1: Construction Contracting	1/1/2016	4/1/2016
Task D.2: Construction	4/1/2016	12/31/2017
Task D.3: Construction Administration	4/1/2016	12/1/2018

Project 13: Walnut Spreading Basin Improvements Project

Project Sponsor: Los Angeles County Flood Control District

Budget Category and Task	Start	Finish
Category (A) Direct Project Administration	3/30/2009	5/13/2016
Task A.1: Project Administration	3/30/2009	5/13/2016
Category (B) Land Purchase/Easement		
not applicable		
Category (C) Planning/ Design/ Engineering/ Environmental Documentation	3/30/2009	2/3/2015
Task C.1: Assessment and Evaluation	3/30/2009	5/16/2012
Task C.2: Final Design	5/3/2010	5/19/2014
Task C.3: Environmental Documentation	12/23/2014	2/3/2015
Task C.4: Permitting	2/1/2013	9/30/2014
Category (D) Construction / Implementation	5/20/2014	3/16/2016
Task D.1: Construction Contracting	5/20/2014	3/15/2016
Task D.2: Construction	10/19/2015	3/15/2016
Task D.3: Construction Administration	8/19/2015	3/16/2016

EXHIBIT D
STANDARD CONDITIONS

D.1) **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) Separate Accounting of Funding Disbursements and Interest Records: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) Fiscal Management Systems and Accounting Standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) **ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) **AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

D.8) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.9) CALIFORNIA CONSERVATION CORPS: As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.

D.10) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://ceres.ca.gov/ceqa/>

California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>

Notwithstanding any other provision of this Grant Agreement, if the environmental review pursuant to the California Environmental Quality Act (CEQA) discloses that any of the project phases, or portion thereof, will have significant environmental impacts that cannot be feasibly mitigated then Grantee shall consult with Grantor. With Grantor's approval, which shall not be unreasonably withheld, Grantee may determine not to implement any portion of the project work described in Exhibit A. In the event the parties, pursuant to this paragraph, determine not to implement any portion of the project work described in Exhibit A, this Grant Agreement shall be deemed terminated as to that portion of the project work, and the parties shall have no further obligations to each other under this Grant Agreement as to that portion of the project work. Each of the project phases, which are considered independently useful, will be addressed separately under CEQA.

D.11) CHILD SUPPORT COMPLIANCE ACT: For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
- d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of

Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- D.25) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) **INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) **LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) **NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.31) **NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) **PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) **RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) **SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

- D.40) **STATE REVIEWS:** The parties agree that review or approval of project(s) applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) **SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) **SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) **TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) **TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) **WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION



GAIL FARBER, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

July 08, 2014

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 July 8, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**INTEGRATED REGIONAL WATER MANAGEMENT PLAN FOR GREATER
LOS ANGELES COUNTY REGION ACCEPTANCE OF PROPOSITION 84, ROUND 2
IMPLEMENTATION GRANT FROM THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to accept \$23.4 million in grant funding from the Proposition 84, Round 2 Implementation Grant Program from the California Department of Water Resources on behalf of the Local Project Sponsors to partially fund the construction of 12 projects and to negotiate and execute a Grant Agreement with the California Department of Water Resources.

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

1. Accept \$23.4 million in grant funding from the Proposition 84, Round 2 Implementation Grant Program from the California Department of Water Resources on behalf of the Local Project Sponsors in the Greater Los Angeles County Integrated Regional Water Management Region to partially fund the construction of 12 projects, five of which are to be implemented by the Los Angeles County Flood Control District. Upon the Board's acceptance of the grant, authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to negotiate and execute a Grant Agreement with the California Department of Water Resources.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to act as agent for the Los Angeles County Flood Control District to execute amendments to the Grant Agreement as necessary to complete the projects, including extensions of time, minor changes in

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project scope, and alterations in the project budget or grant amount of up to 10 percent.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to negotiate and execute a Memorandum of Understanding with each of the Local Project Sponsors, with the exception of the Los Angeles County Flood Control District, that will establish responsibilities and liabilities between the Los Angeles County Flood Control District, Local Project Sponsors, and the California Department of Water Resources regarding the grant and its related projects.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to accept 2.5 percent of the State grant reimbursements from each Local Project Sponsor, with the exception of the Los Angeles County Flood Control District not to exceed \$250,000 total to provide technical and contract management staff support to administer the grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In November 2006 the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), adding provisions to the California Public Resources Code. Public Resources Code, Sections 75001-75130, authorizes the Legislature to appropriate \$1 billion for the California Department of Water Resources' (DWR) Integrated Regional Water Management (IRWM) Program. The intent of the IRWM Program is to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and reduce dependence on imported water. Funding is being disbursed by the DWR in at least three rounds of competitive grant solicitation. The Greater Los Angeles County (GLAC) IRWM Region was awarded \$25.6 million during the first round of solicitation.

On March 19, 2013, under Agenda Item No. 35, the Board adopted a Resolution delegating authority to the Chief Engineer of the LACFCD or her designee to file an application for Proposition 84, Round 2 Implementation grant funds to partially fund another suite of projects in the IRWM Region, including five LACFCD projects. On February 4, 2014, the DWR announced that the GLAC IRWM Region was awarded the \$23.4 million.

The purpose of the recommended actions includes the acceptance of the \$23.4 million Proposition 84, Round 2 Implementation Grant from DWR to partially fund the construction of 12 projects. Approval of this recommendation would also authorize the Chief Engineer of the LACFCD or her designee to negotiate and execute a Grant Agreement with DWR (Enclosure A). The Grant Agreement from DWR designates the State as the Grantor, the LACFCD as the Grantee, and the entities that implement the projects as Local Project Sponsor (LPS) or collectively LPSs. Although not signatories to the Grant Agreement with DWR, the LPSs are acknowledged in the Grant Agreement as acting on behalf of the grantee in fulfillment of certain grantee responsibilities as specified in the Grant Agreement.

The recommended actions would also authorize the Chief Engineer of the LACFCD or her designee to act as agent for the LACFCD when requesting payment or grant reimbursements and executing amendments to the Grant Agreement with the DWR as necessary to complete the projects, including extensions of time, minor changes in project scope, and alterations in the project budget or Grant amount of up to 10 percent subject to approval of such documents by County Counsel.

The recommended actions would also authorize the Chief Engineer of the LACFCD or her designee to negotiate and execute an MOU substantially similar to the enclosed MOU (Enclosure B), with the

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LPSs of non-LACFCD projects to establish responsibilities and liabilities between the LACFCD, LPSs, and the DWR regarding the Grant and its related projects as required by the DWR.

Finally, the recommended actions would authorize the LACFCD to accept 2.5 percent of the State grant reimbursements from the LPSs of non-LACFCD projects, not to exceed \$250,000 total, and use the funds to provide technical and contract management staff support to administer the Grant.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) with Fiscal Sustainability (Goal 2) by actively seeking grant funds to augment the County's funding sources and Integrated Services Delivery (Goal 3) since securing grant funds and implementing projects using grant funds would leverage resources and improve the quality of life for the ratepayers of the LACFCD.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The estimated total cost for the 12 projects is approximately \$140 million of which \$23.4 million will be reimbursed by the Grant. The remaining balance estimated at \$116.6 million will come from both the LACFCD's and the LPSs' matching funds.

The estimated total cost for the five LACFCD projects is estimated at approximately \$60 million. The total project costs include the preparation of plans and specifications, right of way and utility clearance, construction contract costs, construction engineering, inspection, contract administration, change order contingency, and other County services. The LACFCD will be reimbursed approximately \$13.5 million in grant funding for these projects.

Funds for three of the five LACFCD projects – the Dominguez Gap Spreading Grounds Enhancement, Oxford Retention Basin Multi-Use Enhancement, and Walnut Creek Spreading Basin Improvements projects – are included in the Flood Fund Fiscal Year 2014-15 Budget.

Funds for the other two LACFCD projects – the Pacoima Spreading Grounds Improvement and Peck Water Improvement projects – will be included in the Flood Fund Fiscal Year 2015-16 Budget through the annual budget process.

In order to provide the necessary accountability of the disposition of the Grant funds, the LACFCD will be coordinating with the Department of Auditor-Controller to establish a trust account to deposit the Grant receipts from the DWR and to record Grant reimbursements to the LPSs in the amount up to \$9.9 million. Upon reimbursement of Grant funds for the non-LACFCD projects by the DWR, the LACFCD will receive 2.5 percent, or up to \$250,000, to offset the costs of grant administration.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The \$23.4 million in Grant funds will fund 12 projects. As the Grantee to this Agreement, the LACFCD will be fully accountable for all projects and required to be fully responsible to the State for all aspects of the 12 projects from design and continuing for the useful life of construction and implementation of each project. The Grant Agreement stipulates that the LACFCD, as the Grantee, shall assign LPSs to act on its behalf for the purposes of individual project management, oversight, compliance, and operations and maintenance. Enclosure C provides a brief description of the

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projects and identifies the LPS for each one. The LACFCD is the LPS for the following five projects:

- Dominguez Gap Spreading Grounds - West Basin Percolation Enhancements
- Oxford Retention Basin Multi-Use Enhancement Project
- Pacoima Spreading Grounds Improvement Project
- Peck Water Conservation Improvement Project
- Walnut Creek Spreading Basin Improvements Project

The Grant Agreement provides that the State may withhold all or a portion of the grant funds, seek repayment of the grant funds with interest, or take any other action that it deems necessary in the event that the State determines that any project is not constructed, operated, or maintained in accordance with the Grant Agreement. The responsibilities and liabilities assigned to the LACFCD in the Grant Agreement, which are directly related to the development, construction, maintenance, and postconstruction monitoring and operation, will be passed on to the LPSs of non-LACFCD projects by an MOU (Enclosure B) between the LACFCD and each LPS. Under each MOU, the LACFCD will remain responsible for the grant administration, management, and oversight activities related to each of the projects. If an LPS does not execute the MOU, the LACFCD will work with the DWR to amend the Grant Agreement to exclude that LPS's Project and reduce or reallocate the Grant funding accordingly.

Because the State was not willing to negotiate the significant responsibilities assumed by the LACFCD under the Grant Agreement nor directly execute separate agreements with each LPS for their respective projects or a Multiparty Agreement, the LACFCD will utilize the MOU with each LPS to pass down all responsibilities from design through operation of each project and thereby shield itself from liability to the greatest extent possible.

The DWR indicates in the November 2012 Proposition 84 Guidelines that it will award similar grants to other IRWM Regions throughout the State and intends to enter into the same Grant Agreements with a sole entity as grantee in those regions. The LACFCD, as the only entity that has jurisdiction over the entire County of Los Angeles Region and as a highly respected leader in flood control, was requested by the region's IRWM participants to serve as the lead entity for the region. The LACFCD is currently the Chair of the decision making body of the GLAC IRWM Region and, as such, is in a position to provide leadership and guidance to the effort. Currently, the LACFCD already administers three similarly structured grant agreements from the same Program.

Additionally, securing the \$23.4 million in grant funds will further encourage integrated regional strategies for the management of water resources and implementing much needed projects. These projects will help protect local communities in the region from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

To simplify accounting and to prevent the mixing of grant funds with other funds, the LACFCD, working with the Department of Auditor-Controller, will establish independent individual accounts to receive and disburse grant funds from the DWR to the LPSs.

The LACFCD will provide staff support for grant administration and management as well as project oversight under the Grant Agreement. To cover the estimated cost of these services, the MOU will require that each LPS allow the LACFCD to retain 2.5 percent of the total grant paid by the DWR (up to \$250,000).

The enclosed MOU between the LACFCD and each of the LPS has been reviewed and approved as

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to form by County Counsel. The final MOU will be substantially similar to the enclosed MOU and will be approved as to form by County Counsel prior to execution by the Chief Engineer of the LACFCD or her designee.

The final Grant Agreement with the DWR will be substantially similar to the enclosed Agreement and will be approved as to form by County Counsel prior to execution by the Chief Engineer of the LACFCD or her designee.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. Execution of the Grant Agreement with DWR and MOUs with each LPS is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The Grant Agreement, incorporated into the MOU between the LACFCD and each LPS, requires that the Grantee and LPSs shall be responsible for compliance with CEQA prior to the disbursement of funds by the DWR. Work that is subject to CEQA and/or environmental permitting may not proceed under the Grant Agreement until the LACFCD receives written concurrence from the State of the LPSs CEQA documents and State notice of verification of environmental permits submittal. The MOU for each of the seven non-LACFCD projects requires each LPS to comply with the requirements of CEQA as to its project(s), including preparation and approval of appropriate environmental documents prior to the commencement of construction or implementation activities, and indemnifies the LACFCD against any claims of CEQA violations.

On December 3, 2013, the Board adopted a Mitigated Negative Declaration (MND) for the Oxford Retention Basin Multi-Use Enhancement Project, one of the projects in this grant that will be implemented by the LACFCD. The MND found that the project will not have a significant effect on the environment in accordance with the provisions of CEQA.

We will return to the Board in the future for consideration and approval of the appropriate environmental documentation, together with approval recommendations, for the remaining LACFCD projects, as necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact on current services. The \$23.4 million in grant funds will enable the LPSs to implement projects that will go a long way to encourage integrated regional strategies for the management of water resources. In addition, these projects will protect communities in the GLAC IRWM Region from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Watershed

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Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GH:av

Enclosures

c: Auditor-Controller
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

ENCLOSURE C

GLAC-RWM REGION
PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION, ROUND 2
FINAL SUITE OF PROJECTS

Subregion	Project Name	Local Project Sponsor	Brief Description of the Project	A+B+C		Total Project Cost	Total Non-State Capital Cost (Local Match)	Non-Prop 84 State Funds (Conceivably, State Prop., State Grants, SF, etc)	C
North Santa Monica Bay & Upper LA River	Citywide Storm Drain Catch Basin Curb Screens	City of Calabasas	This project calls for the installation of curb screens on all of the city's catch basins to prevent trash, debris, sediment and animal waste from entering local water bodies. The implementation of this project will improve water quality of creeks, rivers and basins.	\$1,385,800	\$285,000	\$285,000	\$0	\$1,100,000	
North SM Bay	Upper Malibu Creek Watershed Restoration Projects	City of Agoura Hills & Calabasas	Habitat and water quality restoration in a 34 acre flood retention basin. Recreation of historic LA River flood plain habitat, enhancement of existing bar flow and storm water wetlands, and enhancement of public use and restoration.	\$3,036,760	\$1,675,760	\$1,675,760	\$0	\$1,361,000	
Upper LA	Manch Park, Phase II	Mountains Recreation and Conservation Authority	Planning, design, development and implementation for second phase of park. Convert over 2.5 acres of impervious surfaces into pervious surfaces which can infiltrate and detain stormwater. Improvements will include conversion of three acres of industrial land into a natural, landscaped open space park featuring native habitat restoration, treatment of on-site and off-site storm water via a system of arroyos used to detain and infiltrate stormwater, restrooms, parking, an outdoor pavilion for special events, decomposed granite walking paths, fitness stations and smaller picnic facilities.	\$5,364,433	\$0	\$0	\$3,981,790	\$1,382,643	
Upper LA	Pacifica Spreading Grounds Improvement Project	Los Angeles County Flood Control District	Replace existing Pacifica Division Channel rigid pipe with a rubber dam; install telemetry; install trash rack and updated flow measurement instrumentation at intake; remove sediment and clay (loss) as well as increase storage capacity to enhance percolation; continue basins to simplify operation, enhance landscaping around the perimeter of the facility. The existing wetlands will be redesigned as a park or open space in the future.	\$35,078,685	\$31,045,885	\$31,045,885	\$0	\$4,032,819	
Lower LAUSG	San Jose Creek Water Reclamation Plant East Process Optimization Project	Semaphore Districts of Los Angeles County	Construction of flow equalization and chlorine contact tanks (CCTs), relocation of process air compressors (PACs), and optimization of aeration system controls. These improvements would improve the secondary treatment process and allow the plant to consistently meet effluent and Title 22 requirements at plant design capacity.	\$62,350,800	\$10,000,000	\$10,000,000	\$49,350,000	\$3,000,000	
Lower LAUSG	Dominguez Gap Spreading Grounds - West Basin Percolation Enhancements	Los Angeles County Flood Control District	The proposed project will increase the percolation within the spreading grounds facility in order to increase groundwater recharge. The preliminary scope includes removing between 5 to 10-feet of clay sediment in the facility's west basin.	\$2,851,009	\$851,000	\$851,000	\$0	\$2,000,000	
Upper SGRH	Peak Water Conservation Improvement Project	Los Angeles County Flood Control District	The project will construct a pump station at the spreading basin to convey flows to the San Gabriel River to increase groundwater recharge in the Man San Gabriel Basin. Some sediment will also be removed from the middle of the basin to improve water quality and movement. The lower water levels in the basin would facilitate the expansion of recreational activities in the summer at the park.	\$7,750,856	\$2,873,355	\$2,873,355	\$0	\$4,777,500	
Upper SGRH	Wetland Creek Spreading Basin Improvements Project	Los Angeles County Flood Control District	The project will install two pumps to drain the facility to improve percolation rates and to convey water to other downstream flood control facilities with better percolation rates. Also the lines and chys will be removed from the basin for improved percolation. The facility will also be designed to allow for passive recreation in the future.	\$2,886,113	\$1,585,113	\$1,585,113	\$0	\$1,200,000	
South Bay	Oxford Retention Basin Multi-Use Enhancement Project	Los Angeles Flood Control District	The project will mitigate localized flooding, address water quality deficiencies, enhance native habitat, improve the site's aesthetics, and provide passive recreation features.	\$19,864,739	\$7,264,739	\$7,264,739	\$2,000,000	\$1,500,000	
South Bay	Dominguez Channel Trash Reduction	City of Carson	Install Automatic Reheating Screens (ARS) in curb style catch basins to control trash discharges to the Dominguez Channel portion of the City of Carson. Project is scalable and could be applied to fewer catch basins, the Dominguez Channel Watershed or beyond, depending on available support.	\$1,970,000	\$470,000	\$470,000	\$0	\$1,500,000	
South Bay	South Gardens Recycled Water Pipeline Project	West Basin MWD/LADWP/City of Gardena	Design and construction of a 1.25 mile recycled water pipeline in south Gardena, a disadvantaged community, that would connect four new allies, including Gardena High School (20 afy), Arthur Lee Johnson Park (5 afy), Roosevelt Memorial Park Association (80 afy) and C Stars Nursery (14 afy). Once completed, this project would conserve 120 afy.	\$2,141,038	\$1,141,038	\$1,141,038	\$0	\$1,000,000	
South Bay	Vermont Avenue Storm Water Capture and Green Street Beautification Project	City of Los Angeles Watershed Protection Division/Heal the Bay	Project is located along Vermont Avenue between Gage Ave. and Florence Ave. and along adjacent side streets. The goal of this project is to capture the street runoff of 347 24-hour storm in prioritized subcatchments within the project area. A unique combination of small-scale catch-basins and regional BMPs will be utilized, along with a decentralized outreach and community participation program targeting private property within the project area.	\$4,789,576	\$3,169,576	\$3,169,576	\$1,000,000	\$520,000	
TOTAL:				\$140,468,293	\$60,662,457	\$60,662,457		\$23,453,982	

EXHIBIT F
LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Local Project Sponsor	Local Project Sponsor Address
Project 1: Citywide Storm Drain Catch Basin Curb Screens Project	City of Calabasas	100 Civic Center Way Calabasas, CA 91302
Project 2: Dominguez Channel Trash Reduction Project	City of Carson	701 E. Carson St Carson, CA 90746
Project 3: Dominguez Gap Spreading Grounds West Basin Percolation Enhancements Project	Los Angeles County Flood Control District	900 South Fremont Alhambra, CA 91803
Project 4: Marsh Park, Phase II Project	Mountains Recreation and Conservation Authority	570 West Avenue 26, Suite 100 Los Angeles, CA 90065
Project 5: Oxford Retention Basin Multi-Use Enhancement Project	Los Angeles County Flood Control District	900 South Fremont Alhambra, CA 91803
Project 6: Pacoima Spreading Grounds Improvements Project	Los Angeles County Flood Control District	900 South Fremont Alhambra, CA 91803
Project 7: Peck Water Conservation Improvement Project	Los Angeles County Flood Control District	900 South Fremont Alhambra, CA 91803
Project 8: San Jose Creek Water Reclamation Plant East Process Optimization Project	Sanitation Districts of Los Angeles County	1955 Workman Mill Road Whittier, CA 90607-4998
Project 9: South Gardena Recycled Water Pipeline Project	West Basin Municipal Water District	17140 South Avalon Blvd., Suite 210 Carson CA 90746
Project 10: Upper Malibu Creek Watershed Restoration Project	Agoura Hills	30001 Ladyface Court Agoura Hills, CA 91301
Project 11: Vermont Avenue Stormwater Capture and Green Street Project	City of Los Angeles	City of Los Angeles Dept. of Public Works - Bureau of Sanitation 1149 South Broadway, 9th Floor Los Angeles, CA 90015
Project 12: Walnut Spreading Basin Improvements Project	Los Angeles County Flood Control District	900 South Fremont Alhambra, CA 91803

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

Project Status

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

Cost Information

For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

Schedule Information

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

Anticipated Activities Next Quarter

Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)

- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.

- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:

<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN COMPONENTS

Introduction

- Goals and objectives of project(s)
- Site location and history
- Improvements implemented

Project Monitoring Plan

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)