

REPORT TO CITY COUNCIL

DATE: MAY 8, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE PROPOSITION 1 ROUND 1 INTERGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT AND AUTHORIZATION TO SEEK BIDS FOR THE LOW FLOW DIVERSION PROJECT; NIB 24-06

The purpose of this report is to approve and enter into a state funding agreement and request authorization to seek bids for the Low Flow Diversion Project (previously titled the County Yard Treatment Project); NIB 24-06. Approved by voters in 2014, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized \$510 million in general obligation bonds to fund Integrated Regional Water Management (IRWM) projects that address water supply, water quality, habitat/open space needs in a region.

The California Department of Water Resources issued the Proposition 1 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package in April 2019 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1 grants under the IRWM Grant Program.

Staff worked closely over the next few months with the other agencies in the North Santa Monica Bay (NSMB) area, which is a sub-region within the IRWM Plan area, to collectively develop a list of projects to recommend that would have a clear benefit to protecting the region's water resources.

The City initially requested over \$12 million in order to construct a storm water treatment plant, linear park, and wetlands. It should be noted, the wetlands were deemed not feasible for treating storm water after geotechnical testing revealed very low infiltration rates due to clay soils and a high groundwater table.

Due to the limited funding available for the region, the City submitted a grant application in December 2019, requesting \$3,500,000 of Proposition 1- IRWM Funding to be used towards the construction of the treatment plant.

In October 2020, staff were notified by the Los Angeles County Flood Control District (LACFCD), the administering agency of the grant, that the City was eligible to receive only \$1,251,450 of the requested amount. As part of the grant requirements, the City would be required to provide a match equal to the grant allocation. With the City's match, the total budget would be \$2,502,900, which is well short of the estimated \$8,000,000 to construct the treatment plant.

As an alternative solution to the high cost of constructing a treatment plant, the Public Works Subcommittee was presented with three (3) options for the limited amount of grant funding being offered. They were as follows:

- Reject the Funding
- Design a Smaller Treatment Plant
- Pivot to Diversion Strategy

The overall concept of water diversion is to connect storm drains to an adjacent public sewer line in order to re-direct urban water, during dry weather and the first tenth of an inch of the first storm of the season, which can carry pollutants that are harmful to the environment. The sewer systems will then convey flows for treatment at a reclamation facility. The benefits of water diversion compared to a treatment facility include the following:

- Less costly to construct and maintain.
- Does not require hiring licensed recycled water treatment operators.
- No separate NPDES Permit required from LA Regional Water Quality Board
- Gravity system rather than required pump stations.
- Brings each diversion location into MS4 compliance.
- Significant regional water supply benefits.

In addition to the benefits mentioned above, the Las Virgenes Municipal Water District (LVMWD) owns and operates the Tapia Water Reclamation Facility (WRF) where the diversion flows would be ultimately treated. Due in part to increased water conservation measures mandated by the State, the Tapia WRF has experienced less inflow causing a reduction in the production of recycled water. The water proposed for diversion to the Tapia WRF will help improve LVMWD's ability to meet their recycled water needs.

Because it is a cost-effective alternative to a treatment plant that meets the needs and goals of the City and LVMWD, the Public Works Subcommittee was supportive of developing a water diversion strategy.

Due to the modifications to the original scope of work, staff requested the City's grant application be revised to substitute the treatment plant with ten (10) storm water diversion structures throughout the City. This request was approved by the NSMB review panel, and the Low Flow Diversion Project was added to the final list of projects to be considered by the State for final funding determinations. Subsequently, the regional grant application

was approved by the State, and the Los Angeles County Board of Supervisors accepted over \$15.2 million in Proposition 1 grant funding on behalf of the Greater Los Angeles

County Region which will be distributed across fifteen (15) identified projects within the Greater Los Angeles County IRWM Plan. It should be noted, while the project was approved for diversion, the name of the project was not able to be changed at the time the application was revised, therefore, the City's project continues to be referred to as the "County Yard Treatment Project" in the agreement.

As previously mentioned, the City of Agoura Hills was awarded a grant amount of \$1,251,450 which requires an equal match. However, approximately \$230,840 of the feasibility and design costs, as well as \$50,000 for project administration, may be applied toward the match requirements, lowering the City's obligation to \$970,610.

While the required match funds are currently available in the City's Stormwater Capital Fund, the City is awaiting final LA County Supervisors adoption of the North Santa Monica Bay (NSMB) Watershed Area Steering Committee's (WASC) Stormwater Investment Plan through the Safe Clean Water Program (Measure W), which includes regional Measure W funding for the project's construction and future operations and maintenance.

The proposed agreement had been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

The original estimated amount of \$1,250,000 was appropriated in the Public Works Department's Storm Drain Diversion Account, 260-4610-6323.00. However, the agreement contains an additional \$1,450 of grant funding for a revised total of \$1,251,450. Furthermore, the agreement calls for the LACFCD to receive \$56,315.25 (4.5%) in grant administration and oversight, resulting in a net grant amount of \$1,195,134.75 for the project.

There is no fiscal impact associated with putting this project out for public bid.

RECOMMENDATION

Staff respectfully recommends the City Council:

1. Approve the Memorandum of Understanding with the Los Angeles County Flood Control District for the Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant; and
2. Authorize staff to seek bids for the Low Flow Diversion Project; NIB 24-06.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party, signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and **City of Agoura Hills** (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): **County Yard Treatment Project** (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$1,251,450.00**.

W I T N E S S E T H

WHEREAS, in November 2014, the voters of California enacted the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 1 amended the Public Resources Code to include Section 79740 et seq., which authorizes the Legislature to appropriate Five hundred and ten million Dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") water resources-related projects that address water supply, water quality, and habitat/open space needs in a region; and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 1 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package (hereinafter referred to as "Guidelines") in April 2019 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as any state agency or department, special district, joint powers authority, a City, County, City and County, District, or other political subdivision of the State, nonprofit organizations defined as any corporation qualified to do business in California and qualified under United States Code, Title 26, §501(c)(3), public utilities, federally recognized Tribes listed on the Native American Heritage Commission's Tribal Consultation list, and mutual water companies. Entities that are part of a regional water management group and responsible for applying for the grant may also perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt

the latest updated Plan (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the 2014 Updated Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), adopted on May 20, 2014, and amended and approved on May 18, 2018 by DWR, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit I of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included several proposed projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, as it existed as of the date of execution of this MOU, is attached hereto and incorporated herein as Attachment A): City of Agoura Hills, City of Beverly Hills, City of Calabasas, City of Culver City, City of San Fernando, Council for Watershed Health, County of Los Angeles (Sativa), County of Los Angeles Public Works (three separate projects), Central Basin Municipal Water District, Las Virgenes Municipal Water District, Los Angeles Department of Water and Power, Valley County Water District, and Los Angeles County Waterworks Districts (collectively, the "Projects"); and

WHEREAS, the Projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A; and

WHEREAS, for IRWM projects funded under the grant involving the participation of more than one entity, it is the intention of the Parties that the LPS be a single entity responsible for implementation of the Project(s) and having the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s), including supporting documentation, reports, and notices. In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their behalf, and shall ensure that each of the other Project-implementing entities agrees to defend,

indemnify and hold harmless LACFCD to the same extent that LPS provides to LACFCD under this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Fifteen Million, Two-Hundred and Eighty-Eight Thousand, Six Hundred and Eighty Dollars (\$15,288,680.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the fifteen (15) projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 1 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of **\$1,251,450.00**. This amount includes the administrative fee in the LPS's requested grant amount to cover the LACFCD's costs for grant administration and oversight and reflected in Exhibit B of the Grant Agreement. The Parties intend by this Agreement to establish that LACFCD will seek reimbursement of up to four and one-half percent (4.5%) administrative costs directly from the DWR reimbursement for these costs; and

WHEREAS, the LPS previously agreed to pay West Basin Municipal Water District **\$12,987.52** for the cost of preparing and processing the LPS's grant application(s) for its project(s) and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight, as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) Negotiate and execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed **\$1,251,450.00** reimburse LACFCD's administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s) pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD

(as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.

- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per quarter to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed **\$56,315.25**, representing up to four and a half percent (4.5%) of LPS's requested grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM, which will be subtracted from the LPS's requested grant amount, as reflected in Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed **\$1,195,134.75** by LACFCD under this Agreement.
- (9) Prepare, provide, and ensure accuracy of all deliverables, reports, documentation, notifications, notices, and information related to the Project(s), as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.

- (10) Inform LACFCD within fifteen (15) days of any material changes related to the Project(s) including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within thirty (30) days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services.
- (15) Accept sole responsibility for any, and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s) and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATIONS/SUSPENSIONS

(1) Termination of Agreement

This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 12 of the Grant

Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s), as a result of the termination of the Grant Agreement or for any other reason.

(2) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

(3) Termination/Suspension for Convenience

This Agreement may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by LACFCD, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to LPS specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of suspension or termination and except as otherwise directed by LACFCD, LPS shall:

- a. Stop work under this Agreement on the date and to the extent specified in such notice.
- b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.

Consistent with the above, if this Agreement is suspended or terminated, LPS shall complete within the LACFCD's suspension or termination date contained within the notice of suspension or termination, those items of work which are in various stages of completion, which the LACFCD has advised the LPS are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by LPS under this Agreement shall be delivered to LACFCD upon request and shall be in public domain as outlined in Exhibit D of Grant Agreement.

(4) Termination/Suspension for Default

LACFCD may, by written notice to LPS, suspend or terminate the whole or any part of this Agreement, if, in the judgment of LACFCD:

- a. LPS has materially breached this Agreement; or
- b. LPS fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
- c. LPS fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LACFCD may authorize in writing) after receipt of written notice from LACFCD specifying such failure.

In the event LACFCD suspends or terminates this Agreement in whole or in part pursuant to this paragraph, LACFCD may procure, upon such terms and in such manner, as LACFCD may deem appropriate, goods and services similar to those so suspended or terminated. LPS shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. LPS shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

Except with respect to defaults of any Subcontractor, LPS shall not be liable for any excess costs of the type identified above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of LPS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of LACFCD in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LPS. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both LPS and Subcontractor, and without the fault or negligence of either of them, LPS shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LPS to meet the required delivery schedule.

If, after LACFCD has given notice of termination or suspension under the provisions of this paragraph, it is determined by LACFCD that LPS was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

- a. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at

any tier.

(5) Termination/Suspension for Improper Consideration

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

(6) Termination/Suspension for Insolvency

LACFCD may suspend or terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of LPS. LPS shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not LPS is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to LPS under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for LPS.
- d. The execution by LPS of a general assignment for the benefits of creditors.
- e. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(7) Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply

with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, officials, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (3) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

(1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business.

(2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting LPS's duty under this Agreement to comply with all applicable provisions of law, LPS warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

(1) LPS shall:

- a. Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment and,
- b. Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and
- c. Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

(2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

- (3) Failure by LPS to comply with provisions of this section will be grounds for immediate suspension or termination of this Agreement.

Section (8) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and

- a. shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Matthew Frary, Principal Engineer
Stormwater Planning Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Jessica Forte, Director of Public Works
City of Agoura Hills
30001 Ladyface Ct.
Agoura Hills, 91301

- b. or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (9) MUTUAL COVENANTS

- (1) Governing Laws, Jurisdiction, and Venue: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LPS and LACFCD agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the dollar amount of LACFCD's 4.5 percent administrative fee) shall become part of this

Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.

- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third-Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (8) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (9) Successors: This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each Party.

Section (10) NEGOTIATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (11) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid,

illegal, or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (12) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is an authorized agent who has actual authority to bind LPS to each, and every term, condition, and obligation to this Agreement and that all requirements of LPS have been fulfilled to provide such actual authority.

//

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on _____, 2024, and by the LACFCD on _____, 2024.

By _____
MARK PESTRELLA, PE
Director of Public Works
Date

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy
Date

CITY OF AGOURA HILLS
ATTEST:

By _____
ILLECE BUCKLEY WEBBER
Mayor
Date

By _____
Kimberly M. Rodrigues, MMC
City Clerk
Date

APPROVED AS TO FORM:

By _____
Candice K. Lee
City Attorney
Date

ATTACHMENT A

GRANT AGREEMENT

BETWEEN THE
STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES)
AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AGREEMENT NUMBER 4600013903

PROPOSITION 1 ROUND 1
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
FUNDING FROM THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014
(PROPOSITION 1)
PURSUANT TO CHAPTER 7 REGIONAL WATER SECURITY, CLIMATE, AND
DROUGHT PREPAREDNESS
(WATER CODE § 79740 et seq.)

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AGREEMENT NUMBER 4600013903
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AMENDMENT 2**

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. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on September 24, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by March 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after June 30, 2027.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$15,288,680.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The 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, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the 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 the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal

fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the September 23, 2020 may be eligible for reimbursement.

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 this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - 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, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project 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 a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 901 P Street, Rm 213A, Sacramento, CA 95814.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:

- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not

eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the 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 the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," 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 the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the 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.

12) DEFAULT PROVISIONS. The Grantee shall 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 the Grantee and the State evidencing or securing the 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 to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the 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, the State may do any of the following:

- H. 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.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

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

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 14) 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 the State. All reports shall be submitted to the State’s Project Manager and shall be submitted via the DWR “Grant Review and Tracking System” (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, “Report Formats and Requirements.” 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 project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the 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 three (3) years after the project begins operation.

- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the 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. The Grantee or their successors may, with the written approval of the 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 by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) 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. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the 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. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, 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 the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

- D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) 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.
- E. 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 listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the 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.

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

Department of Water Resources

Los Angeles County Flood Control District

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Mark Pestrella
Chief Engineer, Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-4001
Email: mpestrella@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources

Los Angeles County Flood Control District

Pavel Zakusilo
Engineer, Water Resources
Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9254
Email: Pavel.Zakusilo@water.ca.gov

Amanda Guzman-Perez
Grant Manager
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-7117
Email: aguzmanperez@dpw.lacounty.gov

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

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. 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 – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement Amendment 2.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT

Carmel Brown
Carmel K. Brown, Manager
Financial Assistance Branch
Division of Regional Assistance

Matthew Frary
For: Mark Pestrella, PE
Chief Engineer, Department of Public Works

Date 10/16/2023

Date 10/12/2023

APPROVED AS TO FORM:

Grace Chang
For: Dawyn R. Harrison
Dawyn R. Harrison
County Counsel

Date 10/10/2023

EXHIBIT A
WORK PLAN

PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Advanced Meter Replacement Project

IMPLEMENTING AGENCY: Valley County Water District (VCWD)

PROJECT DESCRIPTION: Advanced Meter Replacement Project will replace 11,050 of the manually read residential water meters with advanced water meters within 2 years. The project objectives include conserving water, reducing energy needed for producing and pumping water, engaging customers in water use efficiency, obtaining accurate water consumption data, improving VCWD's ability to identify and address backflow conditions detected by new metering technology, and keeping costs down for the DAC community. The Project will yield 280 acre-feet per in water savings, and a 14,558 pounds reduction in carbon emissions associated with manual reading. The Project will also provide indirect water quality benefits, by allowing to pump less of the groundwater, contaminated with nitrate and perchlorate.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies – Not Applicable

Task 5: CEQA Documentation

A Notice of Exemption was filed October 1, 2019 with the County Clerk, County of Los Angeles. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not ApplicableTask 7: Design

An assessment of the existing meter conditions has already been completed. The necessary research to identify available technologies has also already been completed. A pilot study was carried out using two different technologies. An installation plan will be developed under Task 7, along with the development of final estimates of equipment and installation costs prior to implementing the advanced water meter system.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services – Not Applicable. All work will be completed in-house by VCWD staff.

Task 10: Implementation Administration

VCWD will hold a kickoff meeting with the contracted vendor that will supply the advanced meters to refine the timeline and expectations. This task will include evaluation of bids and communication with the contracted vendor as the equipment and advanced water meters are procured. This task will also include refining internal work order processes.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Implementation

Implementation activities are outlined below.

11(a): Equipment Procurement: This subtask includes the procurement of all equipment necessary to ensure successful installation. In addition to the 11,050 advanced water meters that will be purchased, other equipment will be required to carry out the installation, such as meter box lids, hardware and software.

11(b): Customer Outreach: This task will include outreach to customers, including placing door tags and bill inserts or mailing information packets informing them of the benefits of the new technology, installation plan, and resources they can review to engage with VCWD through the customer portal.

11(c): Software Setup and Implementation: VCWD will coordinate setup of all necessary software between vendor and IT including configuration, testing and deployment of equipment including new web-based customer portal. Training will also include customer billing.

11(d): Meter Installation: Installation of advanced water meters will include removal of existing meters and replacement with new units at 11,050 residential service meter locations. Existing units will be replaced with new advanced meters, receivers, and meter box lids. Meters will be field tested to validate system functionality.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project**IMPLEMENTING AGENCY:** Los Angeles County Public Works

PROJECT DESCRIPTION: East Los Angeles Sustainable Median Stormwater Capture Project involves the installation of stormwater and urban runoff diversion systems with pretreatment units connecting to over 100 infiltration dry-wells located within existing roadway medians. The system and drywells will divert and infiltrate up to 22 acre-ft per event of the stormwater, and urban runoff into the existing Central Basin Groundwater Aquifer for ultimate reuse, thereby reducing the need for imported water. This system is expected to improve water quality in the region by reducing the amount of pollutants entering local rivers and waterways. Over 300 trees and 273,400 square feet of landscaping will be installed, which will assist in addressing climate change by reducing heat island effect. Landscaping will include drought tolerant planting with a drip irrigation system to establish the plants and ensure conservation of water.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR. Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process and work for both studies started in November 2015. Geotechnical investigation (completed July 2018) was completed to assess the project location for suitability of infiltration. A hydrology study (completed January 2016) was completed to classify the overall project drainage area as well as pertinent design criteria related to planned runoff volumes.

Deliverables:

- East Los Angeles Median Project – Hydrology Study
- Infiltration Feasibility Investigation – Montebello LMD – Phase II

Task 5: CEQA Documentation

A Notice of Determination for the addendum to LA County's programmatic Environmental Impact Report related to Stormwater Projects was filed with the State Clearinghouse on August 28, 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

This task has been completed. Drywell Registration from the Environmental Protection Agency (EPA) was obtained on May 24, 2018. A certification for Groundwater Compliance was signed for the State on October 17, 2019 that certified the project as conforming to the requirements of adjudicated water rights in the project's subject groundwater basin. No further permits will be needed for construction.

Deliverables:

- Permits as required

Task 7: Design

This task was completed in August 2019. Preliminary design was completed including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications, including: preliminary design details for and 100% (Final) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Geotechnical Investigation Report
- Topographic Survey

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This Task was completed in May 2020. Activities necessary to secure a contractor and award the contract included: developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meeting, bid opening and evaluation, selection of the contractor, award of

contract, and issuance of notice to proceed. This task started in September 2019, the contract was awarded in April 2020 and the first Notice to Proceed was issued in in May 2020

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- Construction Contract

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: required equipment and materials for project construction will be mobilized.

11(b): Site preparation will include: preliminary grading and site clearing for project construction.

11(c): Install, construct, excavate: excavation for stormwater structures and connection lines, and drilling for 100 stormwater drywells.

11(d): Improve the site per design or restore to pre-existing conditions.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: Citywide Green Street Project**IMPLEMENTING AGENCY:** City of Calabasas

PROJECT DESCRIPTION: Citywide Green Street Project will improve water quality and flood management by using natural systems and low impact development strategies at the Las Virgenes Road site. Stormwater bio-swales will maximize stormwater capture and improve water quality. Additional vegetation will be placed along the road to improve the air quality and decrease the heat island effects from urban settings. Bio-filtration planters and bio-swales will retain runoff water and filter by removing sediment, bacteria and metals from the street runoff. The bio-swales and planters proposed as part of the Project are capable of capturing and filtering 33 cubic feet per second of storm water runoff. In addition to improving surface water quality, this Project will reduce the City's carbon footprint and cut down on greenhouse gases.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

An easement of 1500 square feet will be necessary at the Las Virgenes Road project site. The easement was acquired from the Malibu Canyon Apartments in July 2020.

Deliverables:

- Easement to Malibu Canyon Apartments

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The following feasibility studies have been completed to inform the construction of the Project: Location study, stormwater retention study, a design study, surveying, soil testing, and a hydrology study.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with County Clerk, Los Angeles County, for this project on March 29, 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits required for the Project have already been acquired. Permits have been filed with Los Angeles County to modify the flood control access and with the City of Calabasas for an encroachment permit.

Deliverables:

- Permits as required

Task 7: Design

The design is being completed in-house by City of Calabasas engineers. The Design Task includes the preparation of the preliminary designs (completed 65%), 100% design plans, specifications, and cost estimates. The remaining 35% of design is in progress. This task will also include any field measurements that will be required throughout each design stage.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Under this task, mobilization will take place, which involves setting up equipment, putting traffic control in place, and bringing necessary equipment to the site. Equipment will include trucks, machines, tools, and workers to the site. Following the completion of all components of construction, each project site will be demobilized, and resurfacing will be completed.

11(b): Site preparation: remove and dispose of concrete, guardrails, fences, bollards, pavement and wires

11(c): Install, construct, excavate: This task will include any earthwork necessary at the site prior to construction. Bio-swaales and bio-filtration planters will be installed according to the design drawings. The ground surface will be covered once the bio-swaales and planters are installed. New, Americans with Disabilities Act compliant, curbs and ramps will be constructed. A new retaining wall at all three sites will need to be built to prevent slope failure. A water meter and traffic signs will also be installed.

11(d): Improvements: Vegetation and trees will be planted following construction and installation, according to the design plans. Any necessary landscaping that is required to finalize the project after construction will be done under this subtask. Improvements under this subtask will also include adding connections from the newly built site to local trails nearby. The improvements made under this subtask will only be those that are essential to the delivery of project benefits.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)**IMPLEMENTING AGENCY:** Las Virgenes Municipal Water District

PROJECT DESCRIPTION: Advanced Metering Infrastructure Project (LVMWD) consists of replacing approximately 22,000 manually-read water utility meters and network infrastructure within the Las Virgenes Municipal Water District service area with Advanced Metering Infrastructure (AMI) or “Smart Meters” that will automatically relay meter data wirelessly on a continuous basis. Meter Data Management Software (MDMS) and Customer Engagement Platform Software will also be installed and integrated. This project is expected to reduce water use by an estimated 1,500 acre-feet per year and be less reliant on imported water. This Project will help attain the goal of “Make Conservation a California Way” by notifying water customers of water leaks and by providing them with tools to analyze their water use. The Project will also help by eliminating the use of vehicles for meter reading resulting in a reduction of approximately 4,365 metric tons of CO₂, helping to advance the state objective to address climate change.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project’s fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager’s comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR’s comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. A report was prepared by an outside consultant, Triton AMI, to explore the costs and feasibility of the project in 2017. The feasibility study confirmed that Advanced Metering Infrastructure was feasible, comparable to long-term costs for

traditional manual meter reading, but also offered several additional benefits, including improved customer service, timely leak detection, water conservation and greenhouse gas reduction.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with Los Angeles County Clerk on March 12, 2018. The project was determined to be Categorical Exempt under CEQA because it consists of operating and maintaining existing equipment to provide water service by a utility (water meters), but is also exempt pursuant to 14 CCR 15303, 14 CCR 15282(k), Cal Pub. Res. C. Section 21080.23, and Cal Pub. Res. C., Section 21080.21. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

No permits are required for the project. All replacements are in-kind within existing meter boxes. All new installations are on District property and are incidental in nature (very small antennas).

Task 7: Design

An outside consultant, specializing in Advanced Metering Infrastructure design and project management was hired for design of the project. The developed specifications consist of “design parameters”, which includes physical limitations as well as functional requirements for the AMI System. The vendors have conducted signal propagation studies and have identified both the quantity and locations for a fixed network antenna system along with other software and hardware requirements.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services** – Not applicable

This task does not apply to this project because contract services are included in Task 7: Design and Task 10: Construction Administration.

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary,

preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Phase 1 will include approximately 100 meter installations, AMI network installation (2 locations), Meter Data Management Software (MDMS) installation and integration, Customer Engagement Platform Software installation and integration, and testing and verification of performance.

Phase 2 will include partial mobilization, approximately 2,000 meter installations, installation of the remaining AMI data collector network, and testing and verification of performance.

Phase 3 will include meter and meter lid installations and meter retrofits for approximately 19,900 remaining meters.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Advanced Metering Infrastructure Project (District 29)**IMPLEMENTING AGENCY:** Los Angeles County Waterworks District No. 29, Malibu

PROJECT DESCRIPTION: Advanced Metering Infrastructure Project (District 29) includes installation of Advanced Metering Infrastructure (AMI) technology for 7,233 connections in District No. 29, Malibu. The AMI project will serve customers in Malibu as well as the surrounding unincorporated communities in Topanga. The District will convert existing residential, commercial, and industrial water meters to AMI smart meters with advanced metering capabilities. Additionally, the District will install data collection devices and host server software that will integrate with utility software applications to analyze meter data in real time, which will enhance customer service by empowering customers with tools to monitor water usage, identify leaks, and maximize water use efficiency. The District estimates this project will conserve approximately 1,099 acre-feet of water per year. AMI will also reduce carbon dioxide emissions by approximately 3,539 US tons of carbon dioxide per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The AMI pilot study was performed to evaluate the potential for full-scale implementation. The equipment was evaluated in diverse conditions in order to assess performance. Ten Neptune/Verizon, fifteen Neptune AT&T smart meters,

and three data collators were installed, and data was transferred to the Neptune cloud server. The study verified that meter reading is reliable and available on cloud server.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the LA County Registrar-Recorder/County Clerk in October 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

No permits are required for this project. Physical access to a property is not needed because the meters are not located on private property. AML “smart” meters will replace existing water meters and data collectors will be installed on existing District-owned infrastructure and property.

Task 7: Design

Propagation studies were completed to assess the range of data collectors installed at District-owned facilities. The study was performed prior to the start of construction to determine strategic placement and installation of the data collectors to maximize effectiveness.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

The meters and data collectors are being procured based on executed master agreement MA-IS-1840064-1. WWD is currently evaluating options to install data collectors, including Job Order Contract (JOC), Purchase Order, and As-Needed Contract.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Construction activities include removing old meters, installing approximately 7,233 new AMI meters, and installing data collectors. Implementation of the project includes installing hybrid (fixed and cellular) communications network to collect and transmit meter data, setting up the cloud server software to store and access real time data, setting up the customer portal, and connecting the cloud server to the billing system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project**IMPLEMENTING AGENCY:** City of Beverly Hills

PROJECT DESCRIPTION: The Burton Way Median Green Streets and Water Efficient Landscape Project (Project) is Phase I of a multi-phase green streets project in the City of Beverly Hills. The Project (Phase I) consist of installing two 15-foot wide bioswales covering both sides of the entire 2,300-foot length of the existing median along Burton Way. The bioswales are capable of infiltrating 4 acre-feet of stormwater runoff per rain event. To address dry and wet weather water quality benefits, a diversion structure from an existing 60-inch reinforced concrete pipe (RCP) will be constructed upstream of the median (Rexford Dr.) with a pre-treatment (hydrodynamic separator) system, a pump station and a control logic system that will manage the capacity of the bioswale. In addition, approximately 3.7 acres of turf grass along the median will be replaced with California Native and Mediterranean drought tolerant plants, which will reduce water use for irrigation by estimated 12 acre-feet per year, thus serving as a model project for public education and community engagement for water conservation and water use-efficiency. The median will also be equipped with a smart weather irrigation controller that would make irrigation more efficient. The Project will capture and infiltrate approximately 55 acre-feet per year (AFY) of dry and wet-weather urban runoff from 152 acres of tributary drainage area. Through full capture stormwater runoff onsite, 100% of the pollutants such as bacteria, metals, toxics, and trash would be reduced that would otherwise contribute directly to water quality impairment of the Ballona Creek.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Studies included evaluating existing topography, site drainage, existing utilities and geotechnical conditions; performing hydrologic analysis for drainage area, land use, soil type, runoff flowrate and volume; and assessing capture and use feasibility using historical groundwater data and results of a groundwater recharge feasibility study. A Feasibility Study Report was completed in 2016 identifying civil design concepts, dry-and-wet-weather runoff capture, groundwater infiltration and landscape design concepts. Work under this task began in June 2016.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles County Clerk for this project on October 27, 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

U.S. Army Corps of Engineers permit 408 was obtained on June 11, 2021. Some construction permits will be acquired by the contractors during the construction phase.

Deliverables:

- Permits as required

Task 7: Design

The Design Task began in June 2018 and includes the preparation of the 50%, 90%, and 100% Design Plans, Project Specifications and Engineer's Cost Estimates. The 100% design plans have been completed pending bidding and award for construction.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This includes preparatory work, including but not limited to the movement of personnel, equipment, supplies and incidentals to the Project site, for the establishment of field office, building and other facilities necessary for work on the Project, and for all other work and operations which must be performed for cost incurred prior to beginning work on the various items on the Project site. Upon completion of the work the Contractor will perform site clean-up, and remove construction debris and materials. Upon completion of contract work, with the approval of City inspector and project manager, Contractor may demobilize and restore Project site to final approved conditions.

11(b): Site preparation: Site preparation involves the demolition or wrecking of aboveground and sub-surface structures, and clearing of landscape and materials from demolished structures. Site preparation also entails utility markings, levelling, earth-moving, excavating, drainage and other site preparation prior to construction.

11(c): Install, construct, excavate: This subtask involves the construction of two 15-ft bioswales on both sides of the entire 2,300-ft median. The bioswales consists of gravel, rocks and boulders designed to infiltrate stormwater runoff captured from the surrounding drainage area to the groundwater aquifer. The Contractor will install a diversion structure, a hydrodynamic separator, a pump station, associated electrical and mechanical equipment, including piping appurtenances and telemetry control to facilitate the pumping and distribution of diverted stormwater onto the project site. Additionally, the Contractor will replace 3.7 acres of turf on the Burton Way median with drought tolerant plants. Drip irrigation and smart metering control will be installed as part of the landscape design.

11(d): Improvement: civil, electrical and mechanical improvements identified in the design plans.

Deliverables:

- Photographic Documentation of Progress

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project**IMPLEMENTING AGENCY:** Central Basin Municipal Water District

PROJECT DESCRIPTION: Recycled Water Customer Conversion for Disadvantaged Communities Project will allow to supply recycled water to nine sites within disadvantaged communities (DAC) locations, offsetting 110 acre-feet per year (AFY) of groundwater and imported water with recycled water from the Los Angeles County Sanitation District for non-potable purposes. The major physical components of the Project include approximately 4,000 linear feet (LF) of recycled water pipeline that will be connected to Central Basin MWD's recycled water distribution system. There will be nine laterals (i.e., one to each customer) with a variety of lengths (20 to 1,400 linear feet). The pipelines will be installed within the public right-of-way; therefore, land acquisition and easements are not required for this Project. The anticipated physical benefits of the Project include the primary benefit of 110 AFY of recycled water supply that will offset groundwater and imported water, and the secondary benefit of addressing climate change by offsetting greenhouse gas emissions and energy saving. It is estimated the Project will eliminate over 0.19 metric tons of carbon dioxide per year, and will save 220,000-kilowatt hours of electricity annually.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

The sites for the Project were identified in Central Basin's 2011 Recycled Water Master Plan.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles County Clerk for this project in November 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The Project will require nine different acceptance letters (i.e. discharge permits) from the Los Angeles County Department of Public Health (LACDPH) following County inspection for the nine recycled water retrofits after a successful cross connection test is completed. Additionally, multiple encroachment permits will be required for Cities of Bell, Bellflower, Compton, Huntington Park, South Gate and Whittier, but will be obtained by the contractor hired to complete the Project work, and therefore will be completed under Task 11. No permits will be required from the Los Angeles Regional Water Quality Control Board.

Deliverables:

- Permits as required

Task 7: Design

Consultants will be hired to complete the pipeline design and the customer recycled water retrofit design. 3,845 linear feet of pipeline and service lateral design, with the required surveying, will be completed under this task. Front end and technical specifications as well as the development of a construction cost estimate will be completed. Drawings for each of the nine recycled water retrofit conversion locations will be developed. These will first need to be reviewed and approved by LACDPH.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

An engineering construction inspector will be on site for the duration of the 17-week construction. Construction administration duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions for contractors on site, reviewing/updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The contractor will mobilize equipment and water system materials to the job site(s). At the end of the project, the contractor will remove all leftover construction materials and equipment from the project site.

11(b): Site preparation: Site preparation will include strategically placing the materials throughout the project area to facilitate efficient installation of the system components.

11(c): Construction: Recycled Water Pipeline: This subtask will install approximately 4,000 linear feet of pipelines necessary to connect customer sites to the existing recycled water system, and includes saw cutting, excavation, pipe tapping and connections, bedding and backfill, compaction testing, pressure test, temporary trench patch, service lateral turn-on, meter vault and meter installation, and grind and patch asphalt.

Customer Recycled Water Retrofit: This subtask is for the recycled water retrofit of nine (9) customer sites and includes pipeline installation (varies between 20 and 1,400 linear feet), reduced pressure principal device (RPPD) backflow installations, disconnection of irrigation system to domestic supply, connection of new recycled water pipeline to irrigation system, connection of new recycled water pipeline to new recycled water meter, backfill, site restoration, participation with LACDPH for final cross connection test.

Deliverables:

- Photographic Documentation of Progress

PROJECT 8: Sativa Los Angeles County Water Quality Improvement Project**IMPLEMENTING AGENCY:** County of Los Angeles

PROJECT DESCRIPTION: Sativa Los Angeles County Water Quality Improvement Project consists of installation of the oxidation-filtration treatment system at the Well #5 in Sativa Los Angeles County Water District, to remove manganese from water and return the well to full service, and meet customer water demands for approximately 6,800 residents. The project will install an iron manganese filtration system with an air compressor and two reaction vessels, a sodium bisulfite chemical system, an additional gas cylinder, a 20,000 gallon backwash settling tank, a 48,000 gallon steel tank, two 750 gallon per minute booster pumps, yard piping, a backwash pump, and a decant return pump. The project will take groundwater pumped from Well #5 through the chlorination and sodium bisulfite chemical systems before entering the iron manganese filtration system. With the second gas cylinder, an additional 2 mg/L of chlorine will be provided for the iron manganese filtration system. Treated water from this system would be stored in the 48,000 gallon steel tank, pumped by the booster pump system, then distributed to customers through the existing pipe connection.

Improvement in water quality is the most significant benefit of this project. Post treatment, the manganese concentrations will be no greater than 12.5 ug/L, resulting in a reduction of at least 37.5 ug/L of manganese. The project will provide access to clean, safe water and prevent water service costs for a small DAC from rising steeply.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

An evaluation of Sativa Los Angeles County Water District's Well #5 was completed in order to determine the best method to remove manganese. Treatment options were identified along with recommendations for how to proceed and associated preliminary estimates for capital costs.

Deliverables:

- Well No. 5 Technical Evaluation Study

Task 5: CEQA Documentation

A Notice of Determination for a Mitigated Negative Declaration was filed with the Los Angeles County Clerk for this project in February 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Permits required for this project may include a Well Water Disposal and Percolation Permit from the Regional Water Quality Control Board (RWQCB), a Stormwater Disposal Notice of Intent from the State Water Resources Control Board (SWRCB), an Excavation Permit from the California Occupational Safety and Health Administration (OSHA), Approval of Engineers Report from the Division of Drinking Water (DDW), and an Amended Water Works Permit from DDW.

Deliverables:

- Permits as required

Task 7: Design

A consultant, Tetra Tech, was hired for design of the project. Design tasks include data collection and review, preparing the preliminary design report, providing a design survey, conducting a geotechnical investigation, and preparing 100% design plans and technical specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The contractor will mobilize equipment and water system materials to the job site(s). At the end of the project, the contractor will remove all leftover construction materials and equipment from the project site.

11(b): Site preparation: Site preparation will include strategically placing the materials throughout the project area to facilitate efficient installation of the system components.

11(c): Construction:

Construction of the Greensand Filter System includes installation of a greensand pressure vessel, valves, pipes, a pump, and appurtenances as well as a surface wash pump, and a backwash recycle tank (bolted steel). This subtask includes piping and equipment finish painting, excavation, fill, and installing concrete and reinforced steel.

Construction of the Product Water Booster System includes the installation of a 48,000 gallon bolted steel tank and a 75 gallon per minute booster pump. This subtask also includes piping and equipment finish painting, excavation, fill, and installing concrete and reinforced steel.

Construction of the Chemical Feed Systems includes installing a sodium hypochlorite cross-linked polyethylene (XLPE) storage tank with a ladder and level sensor, sunshade, Sodium Hypochlorite (SHC) bleach metering pumps (skid mounted), sodium bisulfite (SBS) drum containment pallet, SBS

metering pumps (skid mounted). This subtask also includes excavation, fill, and installing concrete and reinforced steel.

Yard piping subtask involves installing pipe, fittings, and valves as well as connecting to the existing piping system.

Paving, Grading, Drainage, & Sitework subtask involves relocating the existing pressure tank to Well #4 (an inactive well), relocating the generator, and associated site improvements such as concrete pads for the equipment and other improvements necessary for the proper setup of equipment.

Site Electrical and Utility Power subtask includes an electrical utility allowance as well as startup, testing, and commissioning. Electricity runs the pumps and equipment. Pump stations use 4 phase and the voltage has to remain constant. The voltage does not always stay constant and that causes issues with the equipment.

Southern California Edison (SCE) will perform calibration work and other coordination to ensure the power supply comes in correctly.

Deliverables:

- Photographic Documentation of Progress

PROJECT 9: San Fernando Regional Park Infiltration Project**IMPLEMENTING AGENCY:** City of San Fernando

PROJECT DESCRIPTION: San Fernando Regional Park Infiltration Project will divert and capture wet and dry weather runoff in the City of San Fernando, in order to effectively reduce pollutant loadings that would otherwise enter Pacoima Wash, which is tributary to Los Angeles River. Captured runoff from a surface area of 454 acres will be pretreated and then discharged into a subsurface storage system that will facilitate infiltration at the San Fernando Regional Park into the San Fernando Groundwater Basin, which is currently used by Los Angeles Department of Water and Power (LADWP) as a source of water. The Project has a single storm capture capacity of over 14.6 acre-feet, with an expected average annual capture and infiltration volume of 268 acre-feet. The Project will also manage 268 acre-feet per year of stormwater and dry-weather runoff through capture and retention. In addition to providing groundwater recharge and stormwater management benefits, the Project was identified in the Upper Los Angeles River (ULAR) Enhanced Watershed Management Program (EWMP) Plan as a priority regional project and will assist the ULAR group in addressing applicable total maximum daily loads (TMDLs) and water quality priorities, as required by the MS4 Permit. The following facilities will be installed to achieve the Project benefits: two gravity diversions, a single pretreatment unit, a precast concrete subsurface storage system, automatic gate valve, and a flow sensor.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase is necessary to complete the Project. The Project will encroach on a 6-foot wide utility easement and a 10-foot wide storm drain easement (City-owned) located on private property to access an

existing 30-inch reinforced concrete storm drain. The easement is located in a planter area and is not expected to disrupt the private property owner. All other components are proposed within the City's right-of-way and within the City-owned park.

Deliverables:

- Easement from Private Property Owner

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The Project was identified in the 2016 Upper Los Angeles River (ULAR) Enhanced Watershed Management Program (EWMP) Plan as a priority regional project and will assist the ULAR group in addressing applicable Total Maximum Daily Loads (TMDLs) and water quality priorities. The San Fernando Regional Park Infiltration Park Preliminary Design Report, which is included under Task 7: Design, was developed in 2018 to analyze Project alternatives and determine the feasibility of this Project.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination Was filed with the Los Angeles County Clerk in June 2019. The Initial Study, supporting studies, and Mitigated Negative Declaration were all completed in 2019. The No Legal Challenges Letter was completed in December 2019.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The City of San Fernando has obtained a Storm Drain Connection Permit from the LACFCD. The contractor chosen for the project construction will also need to obtain local permits from the City of San Fernando prior to project implementation, while that is not considered part of this task and is included as part of the construction process. The connection to the 30-inch storm drain has been accepted by LACFCD, documents associated with the connection to BI-7001 are approved, and the Maintenance and Use Agreement is completed for approval between the City of San Fernando and LACFCD. The exhibit for the Maintenance and Use Agreement has been prepared and approved by LACFCD.

Deliverables:

- Permits as required

Task 7: Design

The City of San Fernando completed the San Fernando Regional Park Infiltration Park Preliminary Design Report in November 2018. The report includes runoff and volume calculations, an evaluation of alternatives, and preliminary estimates. Supporting work to complete the design, such as plans, specifications, and estimates were finalized in September 2020. The final plans, specifications, and estimate will be used to finalize the bid package.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: Mobilization for Project construction includes transportation of the Contractor's personnel, equipment, and operating supplies to the Project site. Mobilization also includes establishment of a field office and a staging and laydown area for the receipt, storage, and/or assembly of the project equipment and materials. A temporary power supply will be secured, and premiums will be paid for contract performance bonds and insurance. Demobilization activities include transportation of personnel, equipment, and supplies not required or included in the contract from the Project site. The field office and other facilities assembled on the site specifically for the contract will also be removed, and the areas will be returned to pre-construction conditions.

11(b): Site preparation: Site preparation includes clearing and grubbing. A construction survey will then be performed to locate permanent survey markers for control points and to establish construction staking for both vertical and horizontal bounds and structures. Traffic control services will be provided on First Street at the construction site throughout duration of the project implementation, as needed to complete the project.

11(c): Install, construct, excavate: Earthwork will start upon completion of the mobilization and site preparation activities. Excavation will be performed for the underground infiltration system, diversion structure, pretreatment device, and concrete vaults for the flow sensors and control valve. Trenching will be performed for the storm drain pipelines. The sites will be supported with shoring in accordance with Occupational Safety and Health Administration (OSHA) standards.

The underground structures that will be implemented include a precast concrete infiltration system with 5.6 acre-feet of dead storage, vaults, a single pretreatment device, and manholes. The proprietary stormwater vendor will be responsible for scheduling delivery of the underground structures. The proprietary stormwater vendor will also be responsible for coordination with the manufacturers for the installation management, control, and assembly of the underground structures. The underground structures will be installed once the base material has been constructed, and the excavations will then be backfilled. Storm drain pipelines will also be installed connecting to the infiltration system, vaults, pretreatment device, manholes, and diversion structure.

A cast-in-place reinforced concrete diversion structure will also be installed. The interfering portions of the LACFCD BI-7001 storm drain and the MTD 947 City of San Fernando storm drain will be sawcut and removed. Formwork and steel reinforcement will be implemented prior to pouring the concrete. Once the concrete structure is finished and the formwork is removed, the pipe connections will be installed.

Electrical connections will also be installed for the flow monitoring sensor and the control valve. This entails trenching, installing, and backfilling the electrical conduits. The Contractor will also coordinate with the manufacturer for the installation management, control, and assembly of the monitoring sensor and control valve. These will then be installed in the precast vaults. A control panel and a connection to flow sensor and control valve will be installed, and Supervisory Control and Data Acquisition (SCADA) will be implemented for gathering real time data.

11(d): Improvement: civil, electrical and mechanical improvements identified in the design plans.

Deliverables:

- Photographic Documentation of Progress

PROJECT 10: Mesmer Low Flow Diversion Project**IMPLEMENTING AGENCY:** City of Culver City

PROJECT DESCRIPTION: The Mesmer Low Flow Diversion Project involves repurposing the existing Mesmer Pump Station located adjacent to Centinela Creek, a tributary to Ballona Creek in the City of Culver City (City), to service dry weather runoff along with wastewater. The Project is being led by the City in collaboration with project partners: County of Los Angeles, Los Angeles County Flood Control District, City of Los Angeles, and City of Inglewood. As part of this retrofit, a small diversion berm and grate inlet will be constructed in the low-flow portion of the channel, allowing for the conveyance of up to approximately 1.0 million gallons per day (MGD) of dry weather flow from Centinela Creek to the City of Los Angeles' Hyperion Water Reclamation Plant (HWRP) for treatment, discharge or beneficial use.

The Project's primary objective is to improve the water quality in the Ballona Creek by diverting dry weather urban runoff away from being discharged into the Ballona Creek, which will reduce bacteria loading to the Ballona Creek. With monitored dry weather flows in the Centinela Creek of approximately 1.5 cubic feet per second (cfs), the Project will divert up to 1,086 acre-feet per year (AFY) of dry weather runoff to the HWRP for treatment and water recycling.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

A feasibility study summarizing the existing facilities and proposed improvements necessary to utilize the Mesmer Pump Station to pump dry-weather flow was completed in January 2017. Work under this task began in February 2015.

Deliverables:

- Mesmer Pump Station Diversion Project Feasibility Study

Task 5: CEQA Documentation

An Environmental Impact Report was completed and certified in June 2018. The City of Los Angeles took the lead in the overseeing the preparation of all environmental studies, coordination of public outreach meetings, and filings of Notice of Intent and Notice of Determination on July 2, 2018. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The City has obtained all necessary permits to complete the Project. Permits include:

- Clean Water Act (CWA) Section 401 Water Quality Certification from the Los Angeles Regional Water Quality Control Board (August 2021)
- CWA Section 404 Permit from USACE (January 2021)
- CWA Section 408 Permit from USACE (January 2021)
- Section 1602 Permit from the California Department of Fish and Wildlife (August 2019)
- Connection Permit (Engineering) LACFCD (June 2019)
- Connection Permit (Use and Maintenance Agreement) LACDFD (March 2022)

Deliverables:

- Permits as required

Task 7: Design

The Design Task was initiated with the start of the preparation of the geotechnical engineering report beginning in July 2018. The Design Task includes preparation of the final pump analysis and hydraulic analysis, development of the final geotechnical engineering report, preparation of the engineer's estimate at 100% design, and development of the final design plans, specifications and cost estimate. City Council approved the Project plans and specifications on August 23, 2021.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Final Pump Analysis
- Final Hydraulic Analysis
- Engineer's Cost Estimate
- Final Geotechnical Engineering Report
- City Council Report

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities will include mobilization/demobilization of the Project site, site preparation, Project construction, and site restoration and testing. Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization will include setting up equipment and materials at the Project site, traffic control, site security, and signage. Demobilization shall include removal of all construction equipment from project site and clean up.

11(b): Site preparation: Site preparation will include demolition and removals of concrete and pavement.

11(c): Construction: Construction will include site dewatering and installation of the 7" high concrete diversion berm concrete structure within the existing low flow channel, 12" polyvinyl chloride diversion pipe under the channel, 24" Steel Casing, 6" DIP connection, valves, a drop Inlet, a new wet well for dry weather run-off, and the new pump system for the dry weather runoff. The electrical system & telemetry connectivity will also be installed as part of this subtask.

11(d) Site Restoration and Testing: Following completion of installation of components, pavement and concrete will be restored at the site, a new wrought iron security gate will be installed, and testing and commissioning will be completed.

Deliverables:

- Photographic Documentation of Progress

PROJECT 11: Monteith Park and View Park Green Alley Stormwater Improvements Project**IMPLEMENTING AGENCY:** Los Angeles County Public Works (LACPW)

PROJECT DESCRIPTION: Monteith Park and View Park Green Alley Stormwater Improvements Project (Project) consists of two infiltration system components located in Unincorporated Los Angeles County. The first component, at Monteith Park (Park), will construct two diversion structures off existing storm drains, two pretreatment systems that will include a baffle box and trash capture screen to treat flows, and approximately thirteen dry wells that will infiltrate the treated flows. In addition, this component will also include recreation and aesthetic amenities such as walking paths, native and drought tolerant landscaping, and bio-swales. The second component, at the View Park Green Alley site, will include a diversion off the existing stormwater drain system to one pre-treatment system including a baffle box and trash capture screen, and diversion to four new dry wells. The View Park Green Alley will also include additional amenities such as porous concrete; permeable pavers; planter pockets; light colored paving to reduce the heat island effect; signage to encourage pedestrian use and increase walkability; and drought tolerant plants. The Project will improve water quality and habitat in the Ballona Creek and ultimately the Santa Monica Bay by capturing and infiltrating approximately 9.3 acre-feet from 228-acre drainage area over an average year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Soils investigations and hydrology were completed to determine project feasibility. For soils investigation, activities included a literature review, soil borings, infiltration testing, geotechnical laboratory testing, data analysis and evaluation, and preparation of a final geotechnical report that summarizes the analysis. For hydrology, activities included calculation of tributary area, calculation of the 85th percentile design storm, development of a hydrologic model, and a final hydrology study report. This task was completed September 2016 through April 2018.

Deliverables:

- Geotechnical Investigation Report
- Project Hydrology Study Report

Task 5: CEQA Documentation

Los Angeles County Flood Control District Enhanced Watershed Management Program Environmental Impact Report was completed in April 2015. In September 2022 an Addendum to the EIR was completed for the Monteith Park and View Park Green Alley Stormwater Improvement Project. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

LACPW has obtained all necessary permits to complete the Project.

Deliverables:

- Permits as required

Task 7: Design

The design of the Project began June 2016 with the development of the Preliminary Design Concept (which included 30% design) and was completed by LACPW in October 2022. The Design Task includes the preparation of the Preliminary Design Concept, 60% Design, 90%, and 100% Design Plans, specifications, and cost estimates.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Project Concept Report
- Project Cost Estimate

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities will include mobilization/demobilization of the Project site, site preparation, Project construction, and site restoration and testing. Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization will include setting up equipment and materials at the Project site, traffic control, site security, and signage. Demobilization shall include removal of all construction equipment from project site and clean up.

11(b): Site preparation: Site preparation will include strategically placing the materials throughout the project area to facilitate efficient installation of the system components.

11(c): Construction: This subtask includes the excavation, shoring, equipment installation, and backfill of the Project's proposed stormwater infrastructure. Proposed stormwater infrastructure includes approximately 17 32" diameter drywells, 3 pretreatment units, 3 diversion structures, approximately 4 bioswales, and monitoring equipment.

11(d) Site Restoration and Testing: This includes excavation and installation of outdoor amenities within the impacted areas of the stormwater infrastructure installation, including any landscaping items such as pavers and drought-tolerant plants.

Deliverables:

- Photographic Documentation of Progress

PROJECT 12: Viewridge Road Stormwater Improvements Project**IMPLEMENTING AGENCY:** Los Angeles County Public Works

PROJECT DESCRIPTION: Viewridge Road Stormwater Improvements Project will create green streets in a residential neighborhood in the unincorporated community of Topanga along and near Viewridge Road in the upper Topanga Canyon Watershed to treat the 85th percentile storm flows from an 81-acre tributary area surrounding the Project site. Main elements include installation of structures to divert dry and wet weather flows from existing storm drains to biofiltration units along Viewridge Road, construction of a new approximately 600 ft by 6 ft median on the east end of Viewridge Road, installation of a drip irrigation system, and approximately 22 curb inlets and modular biofiltration units to capture and treat road flows prior to discharging them into existing catch basins. The new median will be planted with drought tolerant plants and trees creating new habitat and green space. The Project will treat approximately 33 acre-feet per year (AFY) of runoff from the tributary areas, reducing loading of zinc, copper, phosphorous and nitrogen to the Topanga Canyon Creek. The Project will also create 0.06 acres of new habitat through construction of the new median.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Soils investigations and hydrology were completed to determine Project feasibility. Activities included a literature review, soil borings, infiltration testing, geotechnical laboratory testing, data analysis and evaluation, and preparation of a final geotechnical report (completed November 2017) and hydrology that summarizes the analyses (completed August 2016). Work under this task began in January 2016.

Deliverables:

- Geotechnical Investigation Report
- Hydrology Study

Task 5: CEQA Documentation

As part of the Enhanced Watershed Management Program (EWMP) plan submittal to the Regional Board, the County of Los Angeles also certified an EWMP Programmatic Environmental Impact Report (PEIR) which analyzed all the cumulative impacts due to the structural and non-structural projects identified in the twelve EWMPs that were submitted to the Regional Board. The Project will involve a separate California Environmental Quality Act (CEQA) investigation and determination that will likely tier off the PEIR as an addendum, which was certified by the County Board of Supervisors in May 2015. An initial study is in the process of being completed that takes the existing PEIR into account and will serve as a project-level evaluation. The initial study will identify if there are any substantial changes or new substantial information from the proposed project not examined in the PEIR and recommend an addendum to the PEIR as part of the CEQA documentation requirements. Both the initial study and addendum will be complete by October 2020. A notice of preparation is not required for the addendum. There are no legal challenges to the PEIR. Work for this task is assumed to begin with the initial study in June 2018 which is reflected in the task being 75% complete.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

There are no required permits anticipated based on the Project's scope. All work proposed is within County jurisdiction. Approval of the Construction/Demolition Recycling and Reuse Plan will be attained internally from LACPW.

Task 7: Design

The design of the Project was initiated September 2017 with the development of the Preliminary Design Concept (which included 30% design) and will be completed by LACPW engineering staff. The design activities include the preparation of the Project Concept Report, and preparation of 60% Design, 90% Design, and 100% Design Plans, specifications, and cost estimates.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Project Concept Report
- Project Cost Estimate

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/ImplementationTask 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement, and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities will include mobilization/demobilization of the Project site, site preparation, Project construction, and site restoration and testing. Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization will include development of the construction schedule, establishment of field office facilities for Project operation, and mobilization of contractor personnel, equipment, and operating supplies to the Project site. Following construction completion, the site will be demobilized.

11(b): Site preparation: Site preparation involves implementation of construction best management practices per the approved Stormwater Pollution Prevention Plan and establishment of traffic control measures for work zones by providing advance warning to direct vehicular traffic and ensure vehicular access to private property. Site preparation will also include providing appropriate shoring/bracing of open excavations greater than 5' in depth and protecting areas with security fencing or plates.

11(c): Construction: This subtask includes installation of mechanical work related to control flow of stormwater and monitoring of water quality and installation of drainage components including catch basins, curb and gutter, and concrete pipe. It also includes the excavation, shoring, equipment installation,

and backfill of the Project's proposed stormwater infrastructure. Proposed stormwater infrastructure includes a diversion structure, pretreatment unit, and approximately 18 filtration systems along Viewridge Road. Viewridge Road will also feature a new raised center median consisting of three median islands approximately 200 feet in length and will feature up to 16 new trees, and drought tolerant landscaping. An estimated 22 filtration units will be placed at strategic locations along the public road right-of-way and will also feature drought tolerant landscaping aboveground improvements. Together, the features in this project have the capacity to treat an estimated 3.9 acre-feet of stormwater per storm event.

The contractor will furnish power and monitoring conduits and cables, transformer, telemetry equipment, equipment supports, and control panels for complete electrical installation.

11(d) Improvements: This subtask includes installation of the irrigation system water meters and drought tolerant plants.

Deliverables:

Photographic Documentation of Progress

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication Project**IMPLEMENTING AGENCY:** Council for Watershed Health**PROJECT DESCRIPTION:** The Upper Los Angeles River Watershed Arundo Donax Eradication Project will remove 28 acres of Arundo Donax, a highly invasive riparian plant in the Upper Los Angeles River Watershed, resulting in a net water gain of 560 acre-feet per year (AFY) available for in-stream flows and groundwater replenishment, as well as enhancement/restoration of native habitat.

The project will fund the initial three years of treatments of uncontrolled stands across the upper watershed. The treatment approach (biomass removal, foliar spraying, cut and dab, etc.) will vary by area. The majority of the treatment and biomass removal occurs in the first three years (project), with only follow-up surveillance and spot treatments occurring thereafter (program). The project lead is committed to the long-term success of the program and will continue to secure funding for surveillance as needed. Once removal has occurred upstream, the project outcomes (water and habitat benefits) will have a minimum 15-year useful life. Failing to complete the removal of Arundo from the riparian areas of the Upper Los Angeles River watershed will result in further spread downstream, increasing the amount of water consumed by this invasive plant and further exacerbating water resource conflicts between municipal uses and surrounding ecosystems.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. Planning and feasibility activities included updating the baseline conditions from a 2009 Cal-IPC Arundo mapping project using high-resolution aerial photography coupled with on-the-ground verification to determine total acreage and spread. The mapping data was then analyzed to develop the watershed-wide implementation strategy plan for the Upper Los Angeles River.

Deliverables:

- GIS database of Arundo distribution
- Upper Los Angeles River Watershed Strategic Implementation Plan (Strategic Implementation Plan) for Arundo donax Treatment and Eradication

Task 5: CEQA Documentation

This task is complete. Prepare CEQA Notice of Determination on behalf of the California Coastal Conservancy and circulate a Notice of Preparation (including tribal notification to the California Native Heritage Commission). An addendum to the existing Statewide California Vegetation Treatment Program (CalVTP) PEIR will be prepared and released for public review and Notices of Completion and Determination will be filed with the State Clearinghouse. After public review, a letter will be prepared to confirm that either there are no legal challenges or that legal challenges are being addressed. Appropriate NEPA documentation is already in place for those Arundo populations within USFS and USACE jurisdictions. An Environmental Assessment was completed in September 2015 and a Finding of No Significant Impact was published in February 2016.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

A Section 1600 Streambed Alteration Permit from the California Department of Fish and Wildlife and Section 404 Regional General Permit 41 from the US Army Corps of Engineers are completed.

Deliverables:

- Permits as required

Task 7: Design

Design activities for this project take the form of the Strategic Implementation Plan. Update the Strategic Implementation Plan to include requested treatments at specific geographic locations based on the baseline mapping and environmental permit requirements detailed in Task 5. Treatment methods will take into account the final environmental analysis, permit mitigation measures, and feedback from property owners.

Deliverables:

Update to the Strategic Implementation Plan Location-specific treatment protocols to be included as an amendment to the Strategic Implementation Plan

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for restoration contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Project Manager will oversee field restoration crews for the duration of the project. Project Manager duties include overseeing monitoring of pre-treatment conditions, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Implementation

Implementation activities will include mobilization/demobilization of the Project site, site preparation, Project treatments, and site restoration and testing. Implementation activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization will include mobilization of contractor personnel, equipment, and operating supplies to the project site.

11(b): Site preparation: The site preparation involves physically separating any non-target native woody vegetation from the Arundo stand.

11(c): Biomass Removal and Treatment: This task involves both treating the stands of Arundo and removing the biomass. Control of invasive plant species using herbicides is needed when hand removal techniques are not feasible and are ineffective, such as with Arundo due to its clonal growth strategy. It is likely that many areas will require multiple treatments. It is anticipated that 95% of acres treated initially will require retreatments annually until the invasive species are controlled. Herbicide treatment methods are all performed by hand and are highly selective to the target plant. These include foliar spraying; spot spraying; frill or 'hack and squirt'; cut-stump; paint/daub; stem injection, basal bark treatment, and wick application. Stands of

Arundo will typically be cut to remove biomass that presents a flood and fire hazard. Conservation Corps crews will cut and haul material to chippers where it will be loaded and hauled off site or spread in disturbed areas outside of the 10-year flow elevation (used as mulch). Removal of Arundo biomass may occur before or after herbicide application.

11(d) Revegetation (As-Needed): Only upon request, one-gallon containers will be planted on those private properties that require the screening that Arundo once provided. Two or three native or non-invasive Mediterranean/climate-appropriate alternatives that can provide the same shape and form will be recommended as options for planting. Residents requesting screening will be required to handle watering and short-term maintenance as part of their individual ROE agreements through the establishment period. If there are no requests within the first two years of the grant, the Council will utilize the funds to treat additional acreage (11c).

11(e) Performance Tracking: This task covers monitoring activities that occur during implementation. Annual monitoring and evaluation of the eradication process will be conducted via a combination of on-site observations from the treatment team, review of aerial images, and ground verification to document the treatment success. An annual report will be provided documenting the eradication success to date. Biological monitoring that may be required will also be incorporated into this task. Based on updated mapping, the team will determine treatments and locations for the following year.

Deliverables:

Photographic Documentation of Progress

PROJECT 14: Strathern Park North Stormwater Capture Project**IMPLEMENTING AGENCY:** Los Angeles Department of Water and Power (LADWP)

PROJECT DESCRIPTION: The Strathern Park North Stormwater Capture Project will install a 1.4-acre underground infiltration gallery at Strathern Park North located in East San Fernando Valley. The Project will also install a diversion structure on the storm drain system, conveyance system, and a pre-treatment system. New baseball fields and other park amenities will be added to enhanced recreational use above the infiltration gallery. The purpose of the Project is to capture and infiltrate the entirety of the 85th-percentile storm by implementing Best Management Practices (BMPs), which include the underground infiltration gallery and a pretreatment system (hydrodynamic separator and distilling basin). These BMPs will manage stormwater and dry-weather runoff from the surrounding neighborhood with a total tributary area of approximately 445 acres. The approximately 445-acre combined watershed will yield approximately 225 acre-feet per year (AFY) for runoff capture and groundwater recharge in the San Fernando Groundwater Basin. In addition, the Project will alleviate localized flooding in the area, improve local surface water quality, and attenuate peak flows in the Los Angeles River downstream of Strathern Park North.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. This Task has been completed. LADWP, in collaboration with the City of Los Angeles Department of Public Works, developed the Strathern Park North Stormwater Capture Project Conceptual Study Report (Report) in October 2018. The Report analyzes three project alternatives and supports the Proposed Project as the recommended alternative. The Report also outlines the preliminary facilities that would be constructed as part of the Proposed Project and identifies the Best Management Practices and infrastructure sizing required for Project implementation. Project site conditions used in the Report, including soil types and runoff coefficients, were derived from the 2006 Los Angeles County Department of Public Works Hydrology Manual. A detailed geotechnical study to determine the percolation rate and soil classification will be performed prior to the design phase and is included in Task 7: Design.

Deliverables:

- Strathern Park North Stormwater Capture Project Conceptual Study Report (Completed 2018)

Task 5: CEQA Documentation

The biological, cultural, and groundwater studies for this Task started in September 2019. LADWP will complete an Initial Study, Notice of Preparation, Draft and Final Mitigated Negative Declaration for adoption, and a Notice of Determination prior to Project implementation.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

This Task has not yet started. LADWP will obtain an Encroachment Permit from the California Department of Transportation, a National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Pollution Prevention Plan (SWPPP) from the California State Water Resources Control Board, a Waste Discharge Requirement from the California State Water Resources Control Board, and a "B" Permit from the City of Los Angeles.

Deliverables:

- All permits as required

Task 7: Design

LADWP executed a design Memorandum of Agreement (MOA) with the Los Angeles City's (City) Bureau of Engineering in May 2019 whereby the City's Bureau of Engineering would complete design for the Project. To complete the design for this project, LADWP facilitated weekly progress meetings, performed site investigations, identified major utility conflicts, conducted topographic surveys, developed geotechnical reports, performed hydrology and hydraulic modeling, and prepared a Stormwater Pollution Prevention Plan (SWPPP). LADWP also held stakeholder meetings in parallel with these efforts to promote collaboration with the park users and general public, with input from Council District 2. These efforts have been utilized by the City's Bureau of Engineering to develop the preliminary design report, 30%, 60%, 90%, 100% design plans, technical specifications, updated cost estimates, and an Operations and Maintenance Plan.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Project Concept Report

- Project Cost Estimate

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Project implementation will be conducted in two phases: 1) implementation of the infiltration gallery, and 2) installation of a diversion structure, conveyance system, and pre-treatment system.

11(a): Infiltration Galleries: The infiltration galleries are modular precast concrete vaults with open bottoms, allowing for infiltration. 11(b): Mobilization and site preparation for the infiltration galleries will include setting up equipment and materials at the Project site and clearing and grubbing. Demobilization will include removing necessary equipment and materials from the Project site and returning the Project site to pre-construction conditions.

11(c): The installation of the 1.4- acre underground infiltration gallery will cover an area of approximately 61,100 square feet of Strathern Park North. This will require an excavation of approximately 17 feet below ground surface. Backhoes, front end loaders, and excavators will be used for earthwork. If possible, the same

soil will be used to bury and backfill the galleries and any unused soil will be exported via 10-wheeler dump trucks. Boom cranes will be used to install the galleries. Upon completion of Subtask 11(a), the Project site will be backfilled, graded, and the surface will be restored.

11(d): Diversion Structure, Conveyance System, and Pre-treatment System subtask will consist of the installation of a diversion structure, maintenance holes, 210 linear feet of storm pipes, a hydrodynamic separator unit (HDS) (50 cubic feet per second rated), a desilting basin, and flow measuring devices. Two additional baseball fields, including backstops, batting cages, and bleachers will be installed as a part of the Project before full demobilization occurs.

11(e): Mobilization and site preparation for 11(d) will include installation of a laydown and staging area, an office trailer, and power and communication lines; and clearing and grubbing as necessary. Upon completion of subtask 11(d) the Project site's stormwater components, including the infiltration gallery will be backfilled, the site will be graded, and the new landscape will be installed.

Deliverables:

Photographic Documentation of Progress

PROJECT 15: County Yard Treatment Project**IMPLEMENTING AGENCY:** City of Agoura Hills

PROJECT DESCRIPTION: The County Yard Treatment Project will address runoff conveyed through key outfalls throughout the City of Agoura Hills (City), including in the Medea Creek and Palo Comado Creek watersheds. The Project will include up to 10 diversions, which capture runoff that would otherwise flow downstream to Malibu Creek and ultimately discharge into the Santa Monica Bay. Captured runoff will be diverted from the existing drainage system using a diversion structure. Diverted runoff will be discharged into the existing sewer system and ultimately treated at Las Virgenes Municipal Water District's (LVMWD's) treatment facility for eventual use as recycled/potable water. Project benefits include 1) eliminating urban runoff from reaching open water, to reach compliance with the regional MS4 permit; 2) increasing recycled water supply to the area during dry weather and drought conditions; up to 100% of any dry weather run off or spills is expected to be diverted and with an estimated 2.2 Million Gallons captured during the first flush/storm of the season by diverting the first 1/10th inch of rainfall. 3) Ultimately providing a local water source to the Las Virgenes Municipal Water District's PURE Water project, creating the area's only source water. The final point is especially important given the Conejo Valley's 100% reliance on MWD water. Creating a local source in this area allows the region to reduce its reliance and provide some resilience to severe drought conditions.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable

No land will be required to purchase to complete the Project. A temporary construction easement and permanent easement will be obtained from a private property owner prior to the start of construction.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Feasibility Studies

Task 5: CEQA Documentation

CEQA has been completed as part of the project development process.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

LACFCD permits have been obtained as part of the project development process.

Deliverables:

- Permits as required

Task 7: Design

Design was completed as part of the project development process.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Geotechnical Report

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities will include mobilization/demobilization of the Project site, site preparation, Project construction, and site restoration and testing. Construction activities are outlined below.

11(a): Mobilization/Demobilization: This task will include delineation and staging areas, transportation of Contractor's personnel, equipment, and operating supplies to the designated Project site staging areas. It is anticipated numerous staging areas will be required due to the distance between project sites. Demobilization will include transportation of personnel, equipment, and supplies from the Project sites and staging areas.

11(b): Site preparation: This subtask will include preparing the site for construction including clearing and grubbing, and setup of traffic control including traffic control barriers, signage, and notice of construction to adjacent property owners. Temporary lane closures will be necessary to connect parts of the system for each Project site.

11(c): Construction: The construction will commence with the construction of the 10 precast diversion and 10 controls manholes. The first part of construction will include saw cutting, partial storm drain channel demolition, pavement removal, excavation and shoring, off haul of excavated spoils, installation of dewatering systems and piping, foundation construction and installation for the diversion and controls manholes, installation and extension of LFD piping, and electrical/instrumentation conduit connections. Construction of the electrical and instrumentation facilities includes conduit and cable for the electrical service connection, underground conduit and equipment pad for the new electrical cabinets, installation and testing of the new cabinets, underground conduit to the controls vault manhole, wire pulls, continuity and megger testing, NETA testing of cable, panels, transformers, circuit breakers, meters and other associated equipment, and final connection of electrical service.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B - BUDGET**PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT
AGREEMENT BUDGET SUMMARY**

PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Required % Cost Share
1 Advanced Meter Replacement Project	\$1,381,025	\$2,301,461	\$920,437	\$4,602,923	50%
2 East Los Angeles Sustainable Median Stormwater Capture Project	\$1,072,671	\$17,760,393	\$16,710,720	\$35,543,784	50%
3 Citywide Green Street Project	\$536,336	\$1,656,164	\$0	\$2,192,500	50%
4 Advanced Metering Infrastructure Project (LVMWD)	\$715,114	\$5,039,954	\$4,324,840	\$10,079,908	50%
5 Advanced Metering Infrastructure Project (District 29)	\$715,114	\$2,921,057	\$2,151,943	\$5,788,114	50%
6 Burton Way Median Green Streets and Water Efficient Landscape Project	\$715,114	\$3,819,242	\$130,628	\$4,664,984	50%
7 Recycled Water Customer Conversion for Disadvantaged Communities Project	\$1,550,000	\$0	\$0	\$1,550,000	0%
8 Sativa LA County Water District Water Quality Improvement Project	\$2,250,000	\$0	\$0	\$2,250,000	0%
9 San Fernando Regional Park Infiltration Project	\$1,029,764	\$5,549,235	\$1,238,652	\$7,817,651	50%
10 Mesmer Low Flow Diversion Project	\$607,847	\$968,323	\$343,853	\$1,920,023	50%
11 Monteith Park & View Park Green Alley Stormwater Improvement	\$1,430,228	\$6,111,500	\$4,681,272	\$12,223,000	50%
12 Viewridge Road Stormwater Improvements Project	\$715,114	\$6,488,500	\$5,773,386	\$12,977,000	50%
13 Upper Los Angeles River Watershed Arundo Donax Eradication in the Upper LA	\$532,277	\$889,970	\$15,400	\$1,437,647	50%
14 Strathern Park North Stormwater Capture	\$786,626	\$19,663,049	\$18,876,423	\$39,326,098	50%
15 County Yard Treatment Project	\$1,251,450	\$1,251,450	\$0	\$2,502,900	50%
GRAND TOTAL	\$15,288,680	\$74,420,298	\$55,167,554	\$144,876,532	-

PROJECT 1: Advanced Meter Replacement Project

Implementing Agency: Valley County Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$0	\$29,354	\$29,354
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$955	\$0	\$955
(d) Construction / Implementation	\$1,381,025	\$2,300,506	\$891,083	\$4,572,614
TOTAL COSTS	\$1,381,025	\$2,301,461	\$920,437	\$4,602,923

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*The Project's cost share is funded through the District's Capital Improvement Budget. The project administration and construction costs were calculated based on estimated employee time to administer the project and labor to install. Materials costs were based on an estimate.

**Other Cost Share Source: District's Capital Improvement Budget

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project

Implementing Agency: Los Angeles County Public Works

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$79,083	\$102,082	\$181,165
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$700,000	\$700,000	\$1,400,000
(d) Construction / Implementation	\$1,072,671	\$16,981,310	\$15,908,638	\$33,962,619
TOTAL COSTS	\$1,072,671	\$17,760,393	\$16,710,720	\$35,543,784

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost Share (Non-State Fund Source): Los Angeles County General Funds, partnerships with the City of Monterey Park and the City of Montebello

**Other Cost Share: Proposition 1 Stormwater Grant (\$2 million) and CA Urban Greening Grant (\$2.5 million)

PROJECT 3: Citywide Green Street Project

Implementing Agency: City of Calabasas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$0	\$181,164	\$0	\$181,164
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$358,000	\$0	\$358,000
(d) Construction / Implementation	\$536,336	\$1,117,000	\$0	\$1,653,336
TOTAL COSTS	\$536,336	\$1,656,164	\$0	\$2,192,500

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The cost share will be covered by the City of Calabasas' general fund (previously allocated from City's share of Measure M).

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)

Implementing Agency: Las Virgenes Municipal Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$146,500	\$123,500	\$270,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$167,800	\$0	\$167,800
(d) Construction / Implementation	\$715,114	\$4,725,654	\$4,201,340	\$9,642,108
TOTAL COSTS	\$715,114	\$5,039,954	\$4,324,840	\$10,079,908

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share (Non-state and Other cost share) funding is provided through a private bank loan that will be repaid with water enterprise revenues. An application for US Bureau of Reclamation WaterSMART grant funds has also been submitted and is under review. Any Federal funds approved will be used instead of bank loan funds.

PROJECT 5: Advanced Metering Infrastructure Project (District 29)

Implementing Agency: Los Angeles County Waterworks District No. 29, Malibu

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$53,900	\$76,900	\$130,800
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$100,100	\$23,100	\$123,200
(d) Construction / Implementation	\$715,114	\$2,767,057	\$2,051,943	\$5,534,114
TOTAL COSTS	\$715,114	\$2,921,057	\$2,151,943	\$5,788,114

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The District will provide its cost-share contribution from General fund revenue generated through water sales. 715,114 of the cost-share contribution will be federally funded by the United States Bureau of Reclamation.

** Other cost share funding sources include a grant from the City of Malibu. The state shared funding and federal funding will be allocated for procurement of meters and data collectors.

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project

Implementing Agency: City of Beverly Hills

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$23,000	\$24,000	\$47,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$638,129	\$0	\$638,129
(d) Construction / Implementation	\$715,114	\$3,158,113	\$106,628	\$3,979,855
TOTAL COSTS	\$715,114	\$3,819,242	\$130,628	\$4,664,984

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share (Non-state and Other cost share) for the design, engineering and construction costs will be provided by the City of Beverly Hills Capital Improvement Program (CIP # 0270) and Measure W Safe Clean Water Regional Program for \$2.5M. Project Administration will be provided by City staff time, estimated based on previous project experience and will be paid from the City's General Fund.

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

Implementing Agency: Central Basin Municipal Water District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$25,600	\$0	\$0	\$25,600
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$195,400	\$0	\$0	\$195,400
(d) Construction / Implementation	\$1,329,000	\$0	\$0	\$1,550,000
TOTAL COSTS	\$1,550,000	\$0	\$0	\$1,550,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received 100% DAC cost share waiver

PROJECT 8: Sativa Los Angeles County Water Quality Improvement Project

Implementing Agency: County of Los Angeles

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$90,000	\$0	\$0	\$90,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$300,000	\$0	\$0	\$300,000
(d) Construction / Implementation	\$1,860,000	\$0	\$0	\$1,860,000
TOTAL COSTS	\$2,250,000	\$0	\$0	\$2,250,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received 100% DAC cost share waiver

PROJECT 9: San Fernando Regional Park Infiltration Project

Implementing Agency: City of San Fernando

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$0	\$599,000	\$599,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$5,000	\$5,000
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$609,652	\$609,652
(d) Construction / Implementation	\$1,029,764	\$5,549,235	\$25,000	\$6,603,999
TOTAL COSTS	\$1,029,764	\$5,549,235	\$1,238,652	\$7,817,651

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The City of San Fernando anticipates partnering with the Los Angeles Department of Water and Power (LADWP) as a supplemental funding source. The City of San Fernando was also awarded funding from the Measure W Regional program for implementation of the full project.

PROJECT 10: Mesmer Low Flow Diversion Project

Implementing Agency: City of Culver City

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$23,000	\$70,000	\$93,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$240,000	\$0	\$240,000
(d) Construction / Implementation	\$607,847	\$705,323	\$273,853	\$1,587,023
TOTAL COSTS	\$607,847	\$968,323	\$343,853	\$1,920,023

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share provided by the City of Culver City's Measure CW funds (up to \$154,581) and project partners: City of Los Angeles (up to \$298,856), City of Inglewood (up to \$527,635), and County of Los Angeles (up to \$319,468). Safe Clean Water Program (SCWP) funds have been secured (\$950,000). Project Admin will be conducted by City of Culver City staff (in-kind services).

PROJECT 11: Monteith Park & View Park Green Alley Stormwater Improvements Project

Implementing Agency: Los Angeles County Public Works

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$0	\$205,000	\$205,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$1,406,739	\$1,000,000	\$2,406,739
(d) Construction / Implementation	\$1,430,228	\$4,704,761	\$3,476,272	\$9,548,000
TOTAL COSTS	\$1,430,228	\$6,111,500	\$4,681,272	\$12,223,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost Share (Non-State Fund Source): Los Angeles County General Funds and the Safe Clean Water Program (\$4.55 million)

**Other Cost Share: Proposition 12 Grant (\$1 million) and Los Angeles County General Funds

PROJECT 12: Viewridge Road Stormwater Improvements Project

Implementing Agency: Los Angeles County Public Works

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$0	\$300,000	\$300,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$4,812,000	\$4,812,000
(d) Construction / Implementation	\$715,114	\$6,488,500	\$661,386	\$7,865,000
TOTAL COSTS	\$715,114	\$6,488,500	\$5,773,386	\$12,977,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Cost Share sources will come from Los Angeles County General Fund

**Other funding sources may include Safe, Clean Water Funds (Measure W)

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication Project

Implementing Agency: Council for Watershed Health

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$41,016	\$0	\$15,400	\$56,416
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$22,430	\$140,000	\$0	\$162,430
(d) Construction / Implementation	\$468,831	\$749,970	\$0	\$1,218,801
TOTAL COSTS	\$532,277	\$889,970	\$15,400	\$1,437,647

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share provided by LA Dept of Water and Power (\$880,370) and City of Burbank (\$25,000)

PROJECT 14: Strathern Park North Stormwater Capture

Implementing Agency: Los Angeles Department of Water and Power (LADWP)

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$0	\$800,000	\$800,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$679,800	\$679,800
(d) Construction / Implementation	\$786,626	\$19,663,049	\$17,396,623	\$37,846,298
TOTAL COSTS	\$786,626	\$19,663,049	\$18,876,423	\$39,326,098

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Required Cost Share provided by the City of Los Angeles Department of Water and Power Water Enterprise Fund and County of Los Angeles Safe, Clean Water Program.

** Other Cost Share provided by the City of Los Angeles Department of Water and Power Water Enterprise Fund.

PROJECT 15: County Yard Treatment Project

Implementing Agency: City of Agoura Hills

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$50,000	\$0	\$50,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$230,840	\$0	\$230,840
(d) Construction / Implementation	\$1,251,450	\$970,610	\$0	\$2,222,060
TOTAL COSTS	\$1,251,450	\$1,251,450	\$0	\$2,502,900

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share for the construction costs will be provided by the City of Agoura Hills General Fund and Measure W Safe Clean Water Local Program.

**EXHIBIT C
SCHEDULE****PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT****PROJECT 1: Advanced Meter Replacement Project**

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2024
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	1/01/2021	06/30/2021
d Construction / Implementation	9/01/2020	3/31/2024

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	10/01/2015	07/31/2021
d Construction / Implementation	4/14/2020	12/31/2021

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 3: Citywide Green Street Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	2/01/2021	6/30/2023
b Land Purchase / Easement	7/01/2020	07/31/2020
c Planning / Design / Engineering / Environmental Documentation	1/01/2016	5/31/2022
d Construction / Implementation	1/1/2022	3/31/2023

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	9/30/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	6/01/2015	2/29/2020
d Construction / Implementation	9/24/2020	6/30/2022

PROJECT 5: Advanced Metering Infrastructure Project (District 29)

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	9/30/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	7/01/2018	6/30/2022
d Construction / Implementation	2/01/2019	6/30/2023

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	6/28/2016	12/06/2019
d Construction / Implementation	2/01/2021	3/30/2022

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	12/31/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	10/01/2020	6/30/2021
d Construction / Implementation	9/01/2021	9/30/2022

PROJECT 8: Sativa Los Angeles County Water Quality Improvement

BUDGET CATEGORY	Start Date	End Date
a Project Administration	12/01/2020	3/31/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	7/01/2018	12/31/2022
d Construction / Implementation	11/01/2021	12/31/2022

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 9: San Fernando Regional Park Infiltration Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	10/01/2019	01/31/2024
b Land Purchase / Easement	01/24/2021	12/31/2021
c Planning / Design / Engineering / Environmental Documentation	01/01/2016	05/31/2021
d Construction / Implementation	04/01/2022	10/31/2023

PROJECT 10: Mesmer Low Flow Diversion Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	01/01/2021	1/31/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	2/01/2015	3/31/2022
d Construction / Implementation	4/15/2021	10/31/2022

PROJECT 11: Monteith Park & View Park Green Alley Stormwater Improvement

BUDGET CATEGORY	Start Date	End Date
a Project Administration	04/01/2023	02/20/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	06/27/2016	10/31/2022
d Construction / Implementation	11/01/2022	11/20/2024

PROJECT 12: Viewridge Road Stormwater Improvements Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	06/01/2023	12/08/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	05/03/2018	01/08/2024
d Construction / Implementation	01/09/2024	10/08/2025

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication in the Upper LA

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/15/2022	3/31/2026
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	6/01/2018	12/31/2023
d Construction / Implementation	9/15/2022	12/01/2025

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan.

PROJECT 14: Strathern Park North Stormwater Capture

BUDGET CATEGORY	Start Date	End Date
a Project Administration	12/01/2019	3/01/2027
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	12/01/2019	12/31/2024
d Construction / Implementation	01/01/2025	12/01/2026

PROJECT 15: County Yard Treatment Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	5/1/2019	12/31/2025
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	8/15/2019	7/31/2023
d Construction / Implementation	8/1/2023	10/31/2025

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** 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 and disbursements 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. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **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 AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **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. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **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.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, 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 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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 (3) years after final payment under this Grant agreement with respect of 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 receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this 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, by Executive Order, or by order of the Department of Finance, the 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.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 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 Family Code section 5200 et seq.; 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.10. 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 DWR Project Representative, 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.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. 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.13. 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. (Gov. 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.14. 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.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (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 sixty (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.16. 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 (Gov. 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.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 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 section 8355, 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.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering 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.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- 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 funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain 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 Project. Grantee shall provide copies of permits and approvals to State.

- G. Be 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 Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. 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 Project 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 insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. 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.24. 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.25. 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.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. 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 Exhibits A, B, and C 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 the 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 Program Manager in writing.
- D.28. 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, gender identity, 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/domestic partner status, and denial of medical 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 California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. 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.29. 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.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. 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 Public Contract Code section 10353.
- D.32. 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 Project, 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 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.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. 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.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. 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. (Gov. 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.38. 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.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both 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.40. 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.41. 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.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," 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 12, "Default Provisions."
- D.43. 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.44. 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.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this 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.

EXHIBIT E

AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
APPROVING THE FILING OF APPLICATIONS AND ACCEPTANCE OF GRANT
AWARDS FOR
INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1
IMPLEMENTATION GRANT PROGRAM**

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Integrated Regional Water Management (IRWM) Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, this grant program is administered by the California Department of Water Resources (DWR); and

WHEREAS, DWR requires the governing body of a grant applicant to designate, by Resolution, an authorized representative for filing grant applications, accepting grant awards, and executing grant agreements; and

WHEREAS, the Los Angeles County Flood Control District (District) intends to submit applications for Proposition 1 Implementation Program Grant funds up to the maximum amount of \$81,340,000 under the IRWM Grant Program on behalf of itself and other local entities in the Greater Los Angeles County (GLAC) IRWM Group; and

WHEREAS, the GLAC IRWM will identify projects to be included in the District's Implementation Grant Proposals.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the District:

1. That the District will submit applications to DWR and accept grant awards on behalf of itself and other local entities in the GLAC IRWM Group to obtain IRWM Implementation Grants pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 for the implementation of projects and programs that support and improve regional water self-reliance, provide incentives throughout watersheds to collaboratively manage region's water resources, and/or assist water infrastructure systems in adapting to climate change.
2. That the Board of Supervisors authorizes and directs the Chief Engineer of the District or his designee to file such applications to DWR and accept grant awards.

3. That the Board of Supervisors authorizes and directs the Chief Engineer of the District or his designee to act as the authorized representative of the District when conducting business with DWR, local entities within the GLAC IRWM Group, local project sponsors, and other entities on any and all matters related to Proposition 1 Implementation Grant funds.

The foregoing Resolution was adopted on the 5TH day of FEBRUARY, 2018⁹, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.



CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Danya Ruiz*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Grace Chang*
Deputy

EXHIBIT F

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, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The 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.
- 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, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); 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, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

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 funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR 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.

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: https://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: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies 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 grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

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

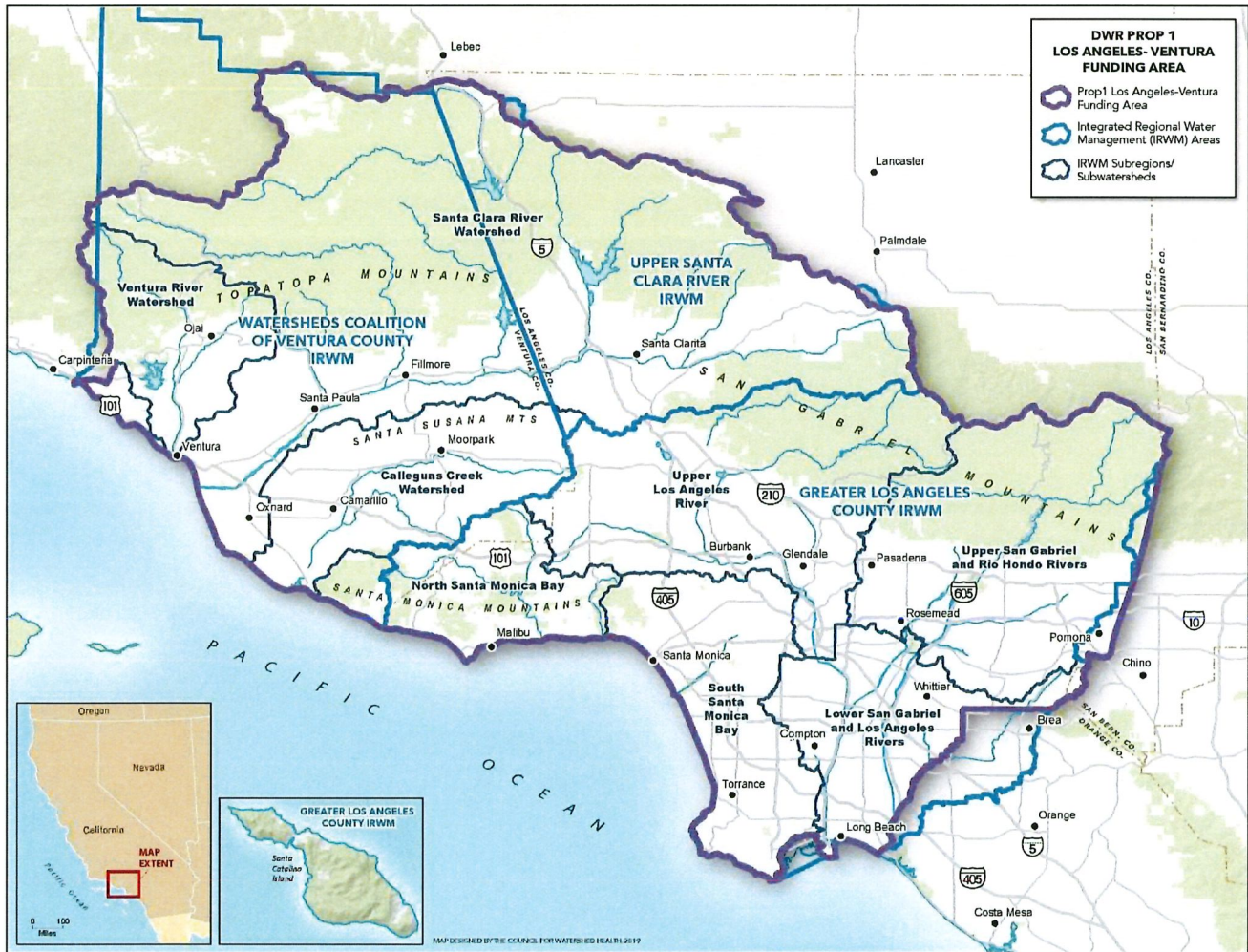


Figure 1. Los Angeles Funding Area

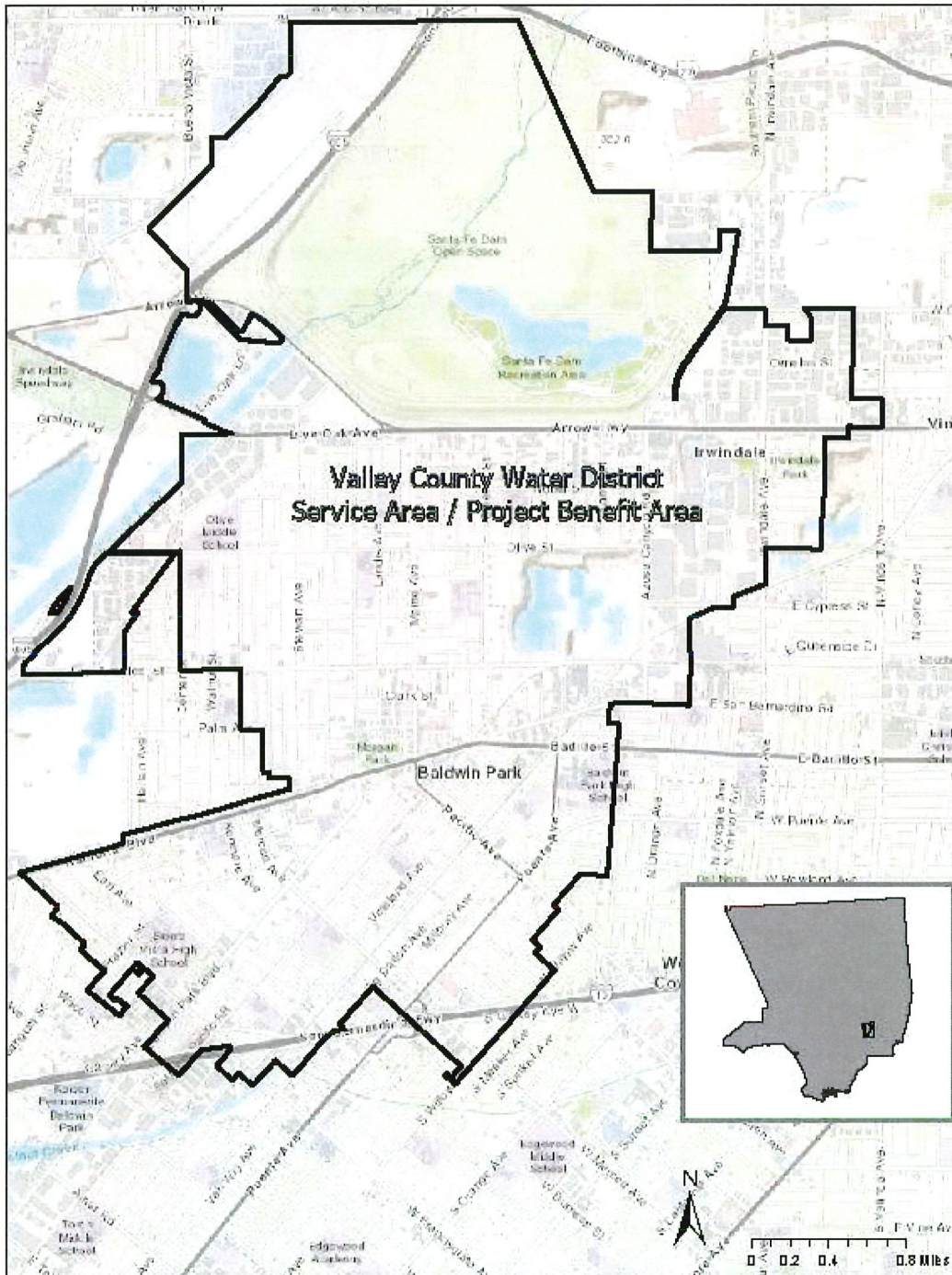
Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Advanced Meter Replacement Project

Sponsor Agency: Valley County Water District

Agency Address: 14521 Ramona Blvd, Baldwin Park, CA 91706

Project Location: Baldwin Park, California (34.087158, -117.958138)



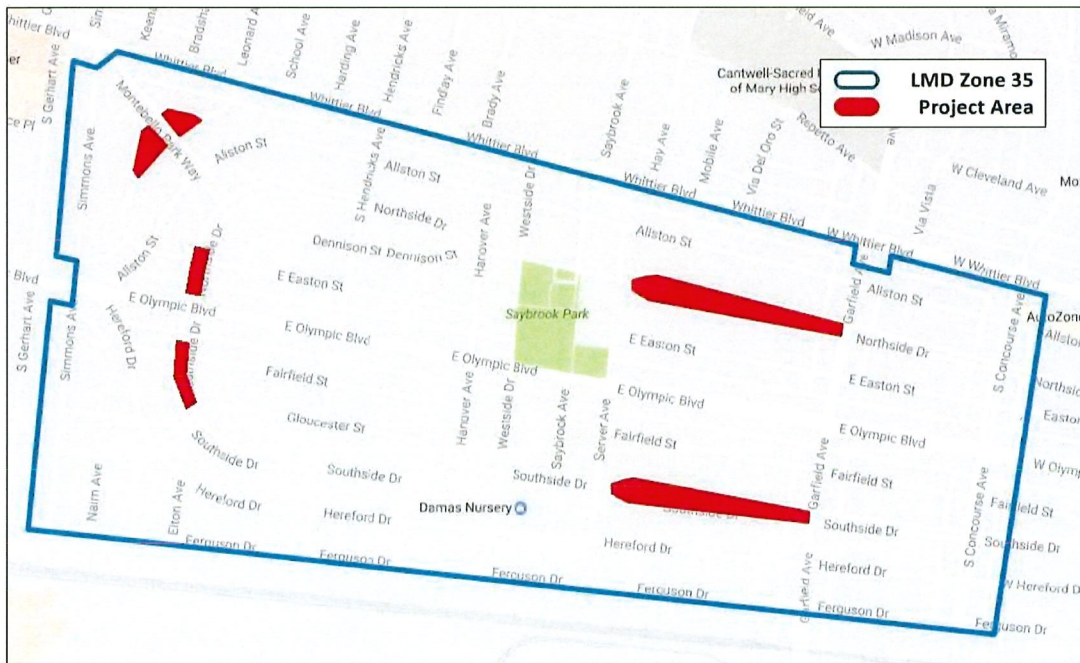
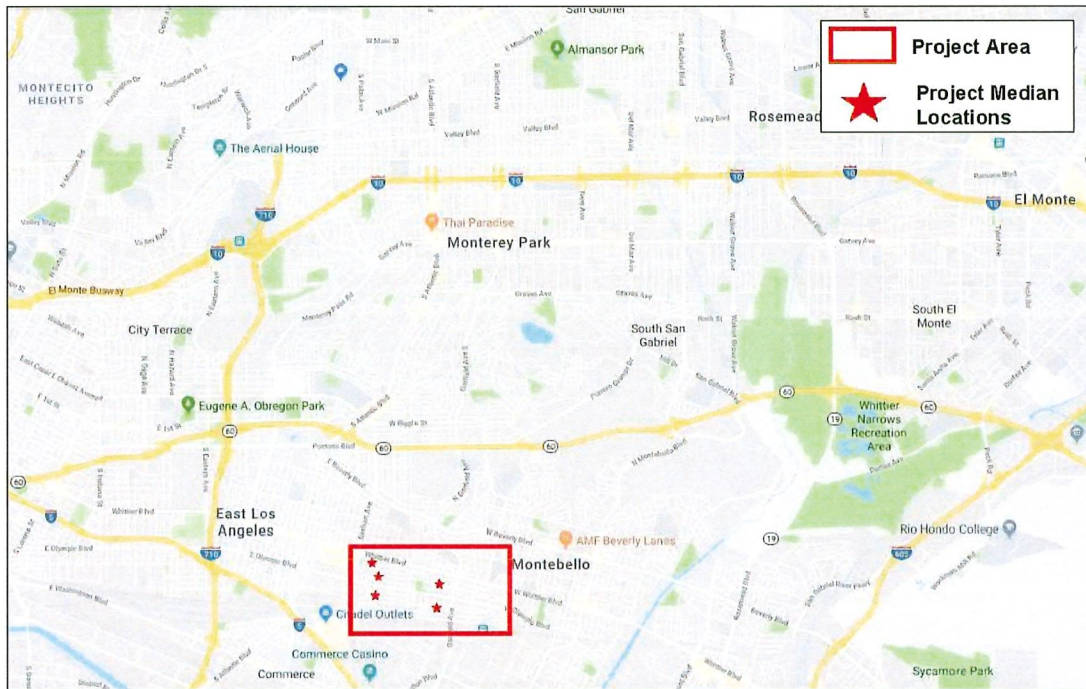
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: East Los Angeles Sustainable Median Stormwater Capture Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: City, California (34.085609, -118.148613)



Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Citywide Green Street Project

Sponsor Agency: City of Calabasas

Agency Address: 100 Civic Center Way, Calabasas, CA 91302

Project Location: Calabasas, California (34.151880, -118.646640)



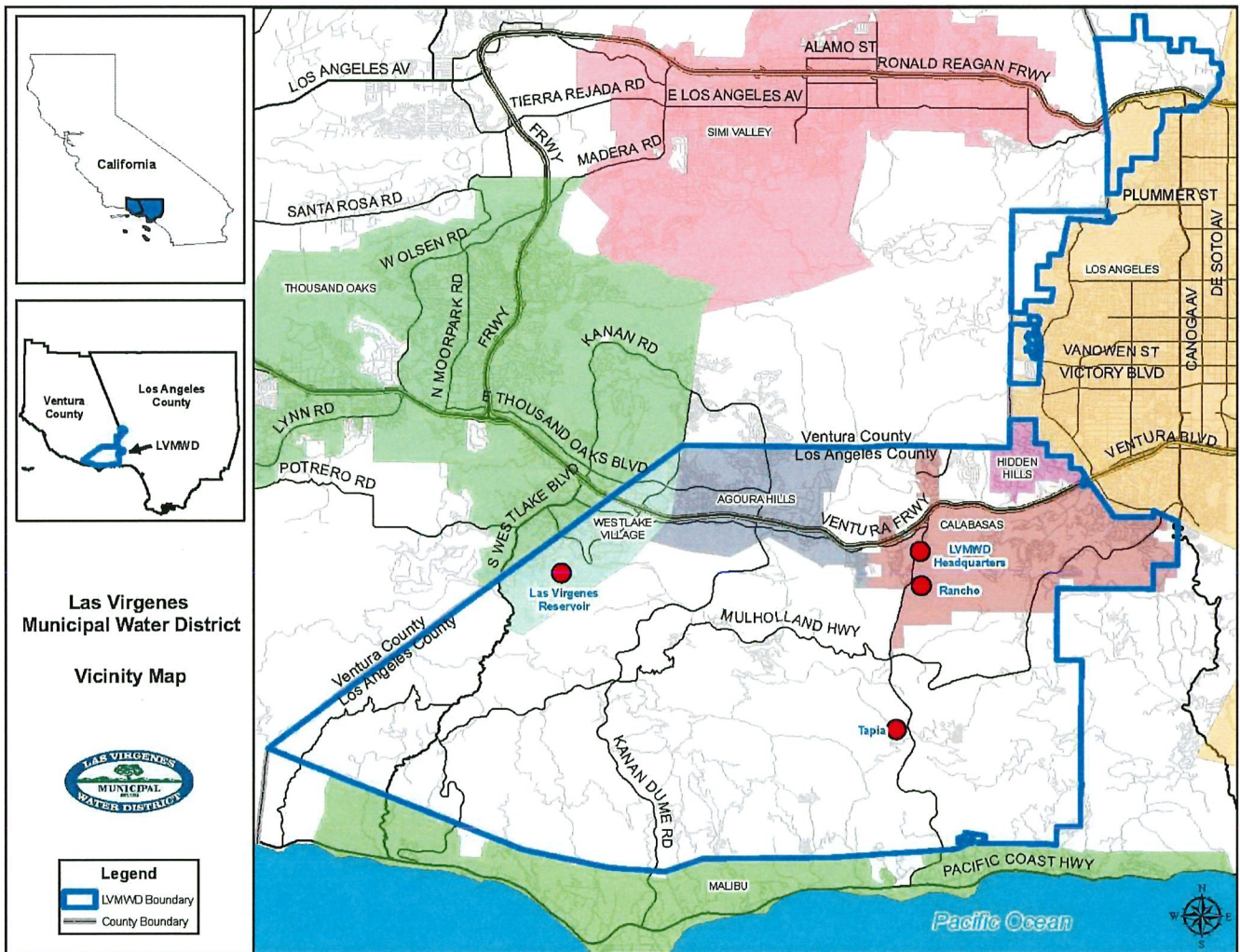
Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Advanced Metering Infrastructure Project (LVMWD)

Sponsor Agency: Las Virgenes Municipal Water District

Agency Address: 4232 Las Virgenes Rd #1994, Calabasas, CA 91302

Project Location: Calabasas, California (34.136559, -118.700089)



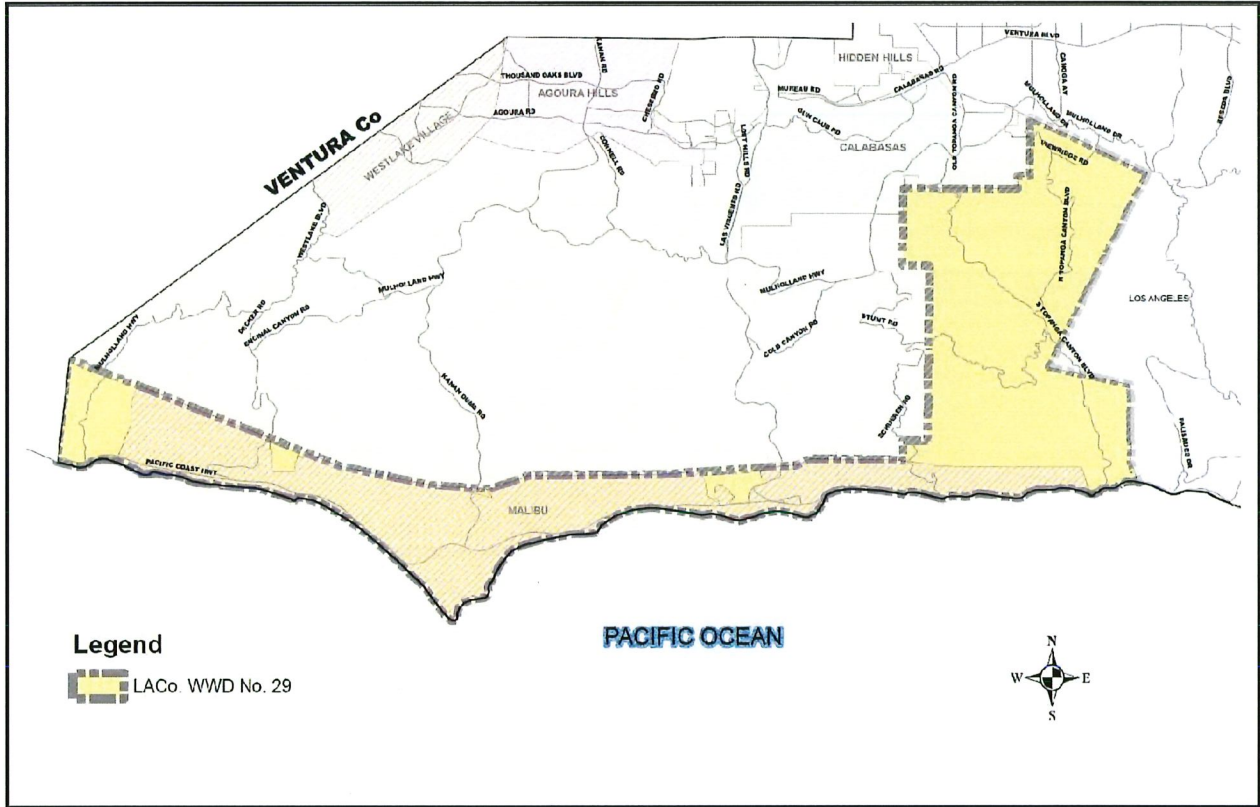
Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Advanced Metering Infrastructure Project (District 29)

Sponsor Agency: Los Angeles County Waterworks District No. 29, Malibu

Agency Address: 23533 Civic Center Way, Malibu, CA 90265

Project Location: City, California (34.035930, -118.691060)



LA County Waterworks District No. 29, Malibu, Service Area

Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Burton Way Median Green Streets and Water Efficient Landscape Project

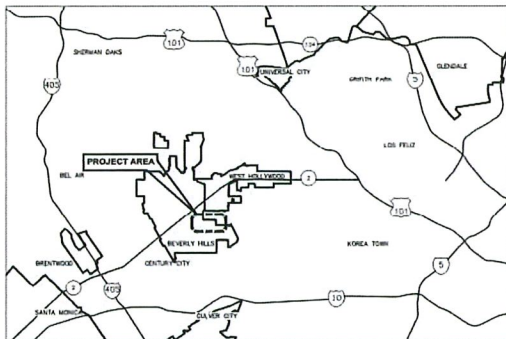
Sponsor Agency: City of Beverly Hills

Agency Address: 455 N Rexford Dr, Beverly Hills, CA 90210

Project Location: Beverly Hills, California (34.072966, -118.399951)



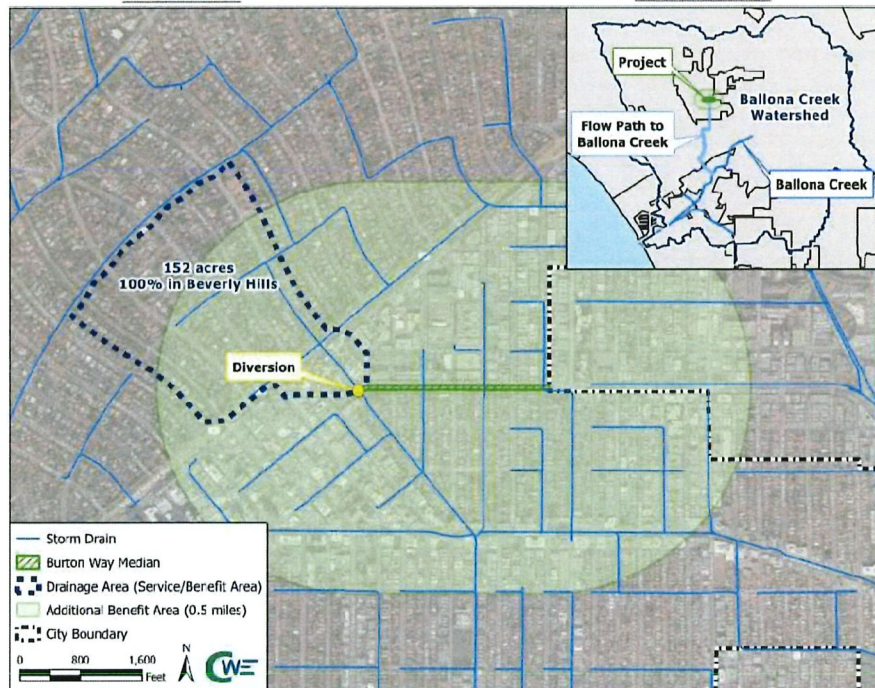
CITY OF BEVERLY HILLS BURTON WAY MEDIAN GREEN STREET AND WATER EFFICIENT LANDSCAPE



VICINITY MAP



LOCATION MAP



Burton Way median is a 3.7 acres public parcel approximately 2,300-ft length by 70-ft wide located within the City of Beverly Hills. The Burton Way median project is designed to capture 55 ac-ft. of combined wet-weather and dry-weather flows per year of urban runoff from a 152-acre tributary drainage area for groundwater recharge and landscape irrigation reuse. The project is intended to provide regional multi-benefits to the Ballona Creek for pollutants reduction, stormwater captured and reuse, and enhancing water use efficiency and conservation.

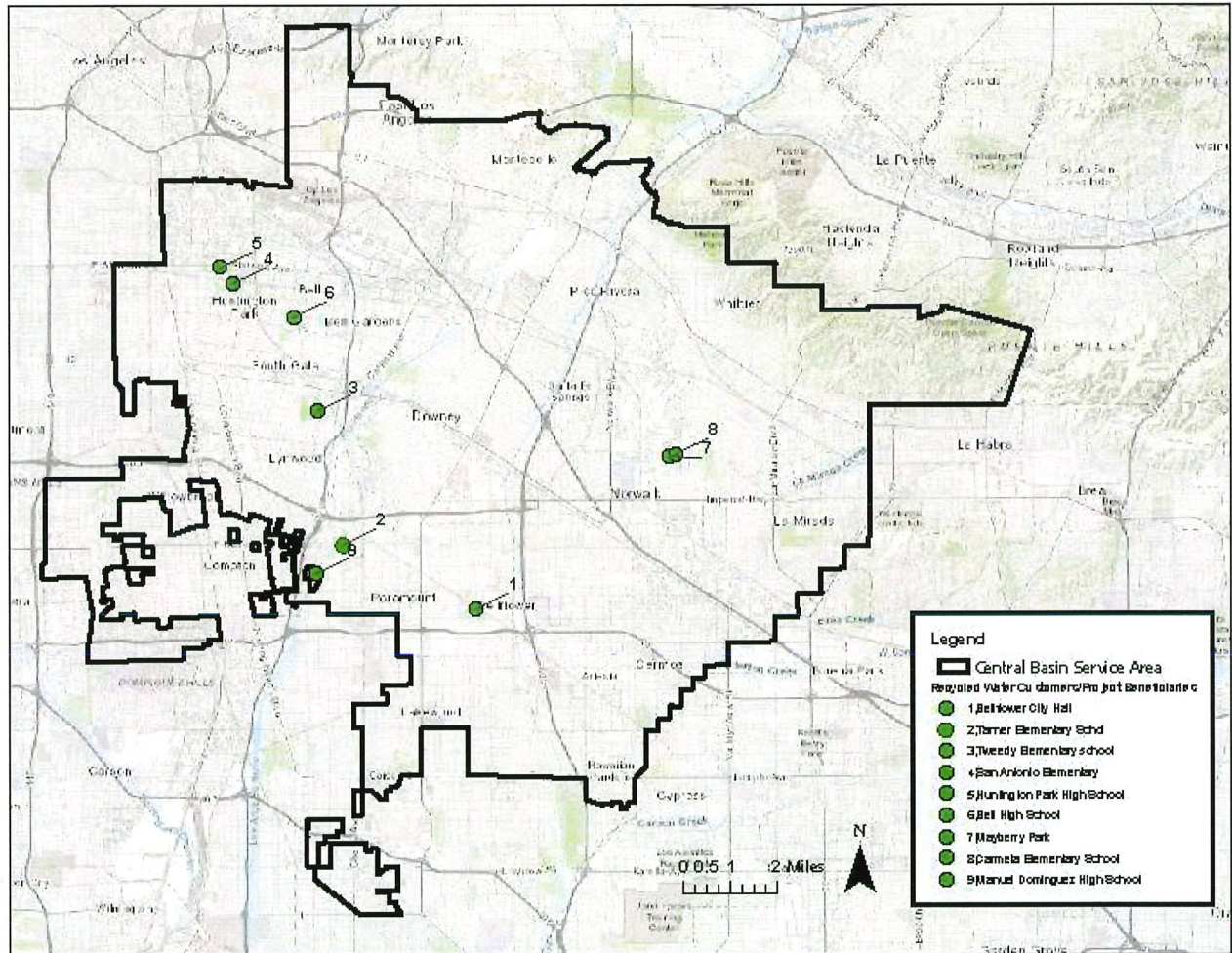
Local Project Sponsor Agency Designation

Sponsored Project: Project 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

Sponsor Agency: Central Basin Municipal Water District

Agency Address: 6252 Telegraph Rd, Commerce, CA 90040

Project Location: City, California (33.995573, -118.144225)



Local Project Sponsor Agency Designation

Sponsored Project: Project 8: Sativa Los Angeles County Water Quality Improvement Project

Sponsor Agency: County of Los Angeles

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: Compton, California (34.068241, -118.149735)

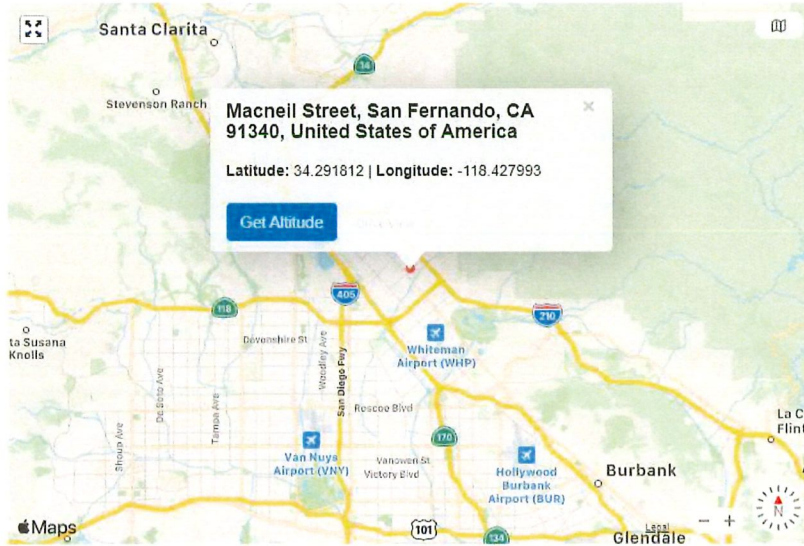


Sponsored Project: Project 9: San Fernando Regional Park Infiltration Project

Sponsor Agency: City of San Fernando

Agency Address: 117 Macneil Street, San Fernando, CA 91340

Project Location: San Fernando, California (34.291812, -118.427993)

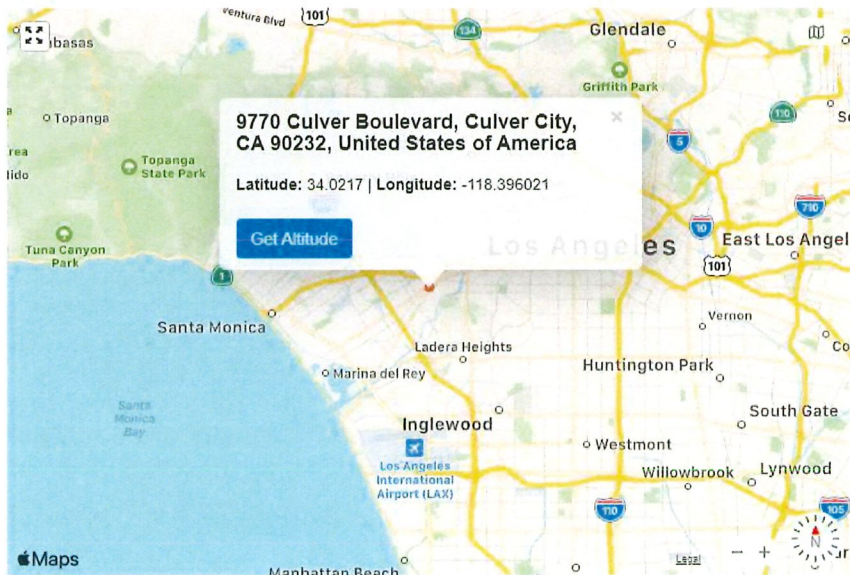


Sponsored Project: Project 10: Mesmer Low Flow Diversion Project

Sponsor Agency: City of Culver City

Agency Address: 9770 Culver Blvd. Culver City, CA 90232

Project Location: Culver City, California (34.021699, -118.396021)

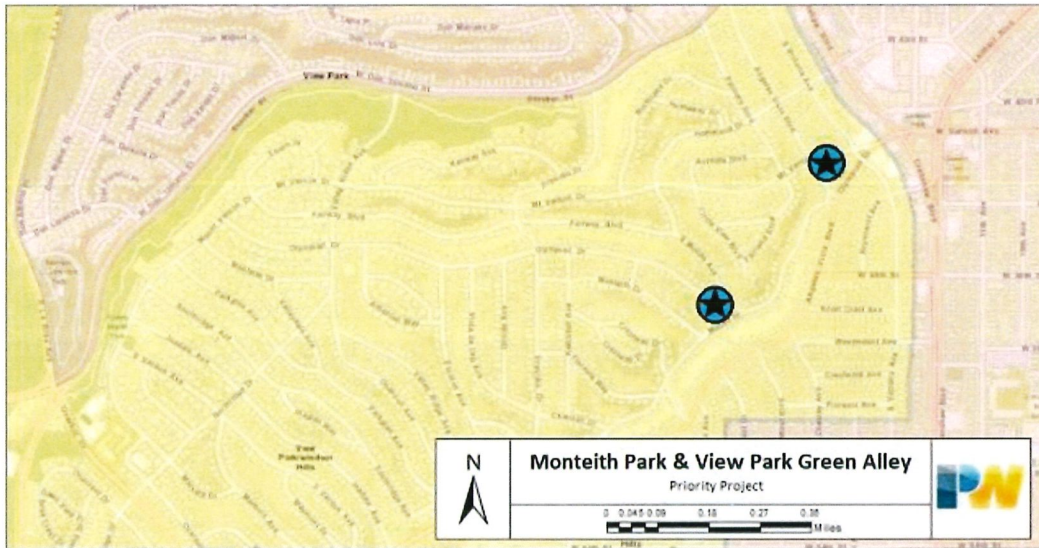


Sponsored Project: Project 11: Monteith Park and View Park Green Alley Stormwater Improvements Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: Los Angeles, California (33.999020, -118.337334)

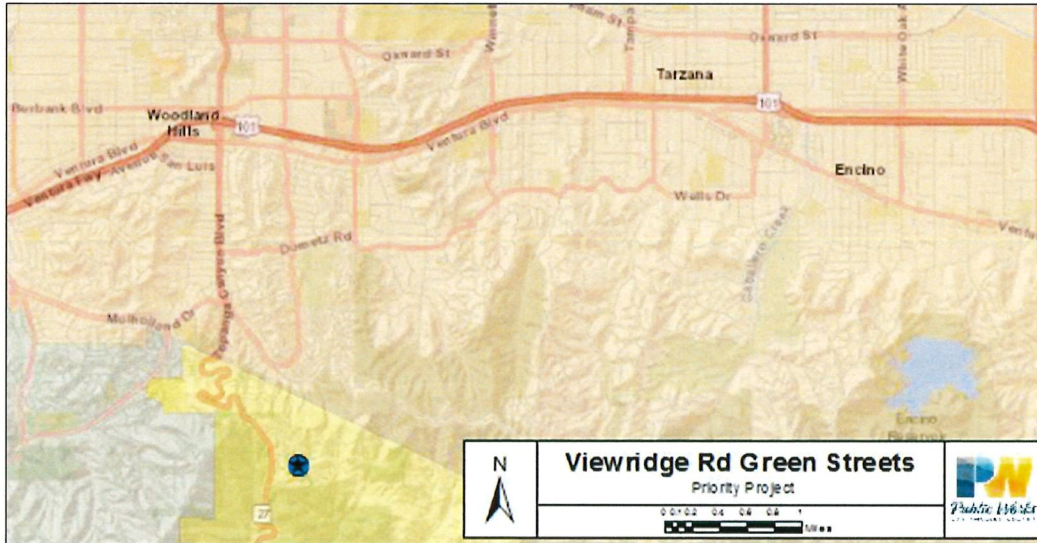


Sponsored Project: Project 12: Viewridge Road Stormwater Improvements Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: Topanga, California (34.135765, -118.598523)



Sponsored Project: Project 13: Upper Los Angeles River Watershed Arundo donax Eradication Project

Sponsor Agency: Council for Watershed Health

Agency Address: 177 E. Colorado Blvd, Suite 200, Pasadena, CA 91105

Project Location: Los Angeles, California (34.236482, -118.447063)



Sponsored Project: Project 14:

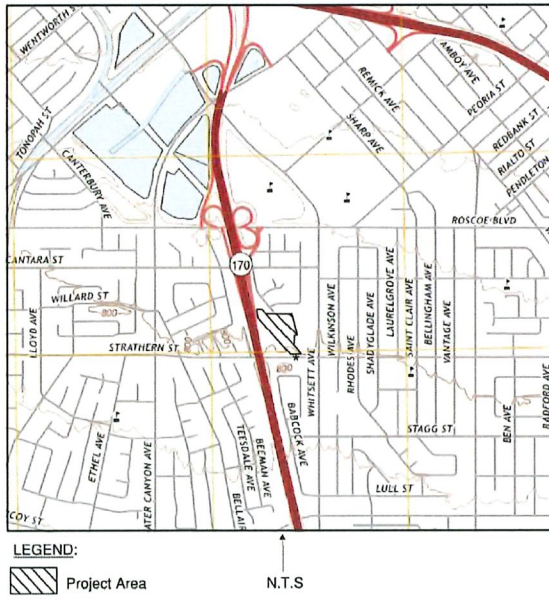
Strathern Park North Stormwater Capture Project

Sponsor Agency: Los Angeles Department of Water and Power (LADWP)

Agency Address: 4030 Crenshaw Blvd, Los Angeles, CA 90008

Project Location: Los Angeles, California (34.012739, -118.335195)

North of Strathern Street, East of I-170, South of Potter Avenue, and West of Whitsett Avenue

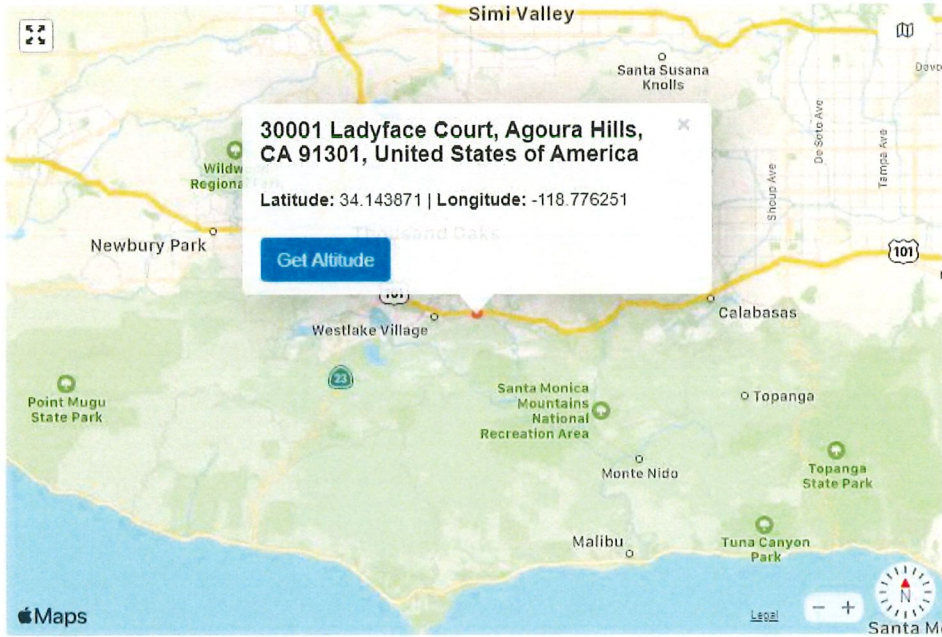


Sponsored Project: Project 15: County Yard Treatment Project

Sponsor Agency: City of Agoura Hills

Agency Address: 30001 Ladyface Court, Agoura Hills, CA 91301

Project Location: Agoura, California (34.143871, -118.776251)



**City of Agoura Hills
Diversion Locations**

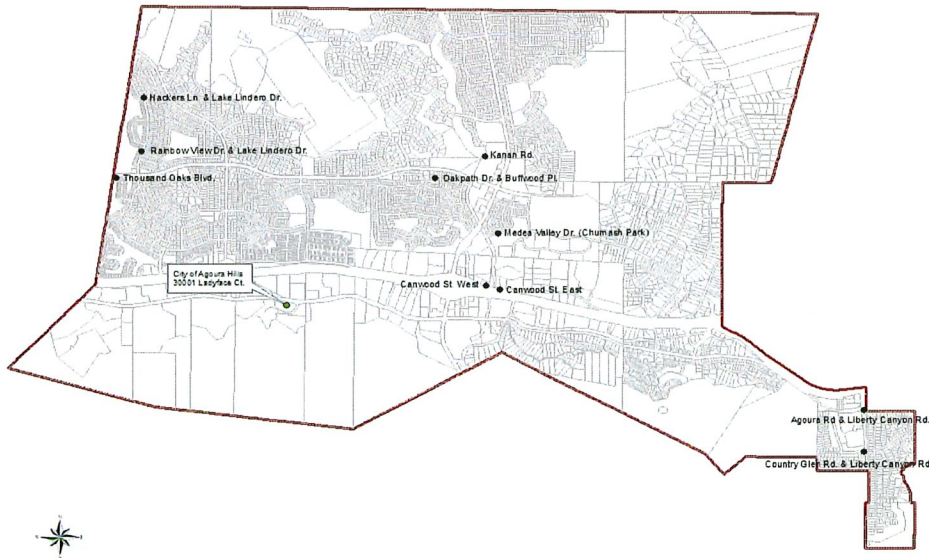


EXHIBIT J**APPRAISAL SPECIFICATIONS**

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?