



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

AGENDA

**Regular Meeting of the Board of Directors
Thursday, September 14, 2023 at 12:00 PM**

Progress Park Plaza, 15500 Downey Avenue, Paramount, CA

1. Roll Call

2. Determination of a Quorum

3. Additions to Agenda (Govt. Code Sec. 54954.2(b))

4. Oral Communications to the Board

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.

5. Consent Calendar: (Acted as one item unless withdrawn by request)

- a. Minutes of the Board Meeting of June 8, 2023 (Enclosure).
- b. Ratify the Warrant Register for July and August 2023 and Approve the Warrant Register for September 2023 (Enclosures).
- c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).

6. Discussion/Action Regarding Catch Basin Cleaning Proposals (Enclosure).

- a. Receive and File Proposals and direct staff to distribute the complete Request for Proposal Package to each of the Gateway Region Cities with no proposal recommendation.

7. Discussion/Action Regarding Integrated Regional Water Management Plan (IRWMP) Proposition 1 Round 2 Grant

- a. Approve the Memorandum of Understanding (MOU) between the Los Angeles County Flood Control District (LACFCD) and GWMA and authorize the Executive Officer to make non-material changes to the MOU in consultation with Legal Counsel, if needed.
- b. Authorize the Chair to sign the MOU between the LACFCD and GWMA.
- c. Approve the Subrecipient Agreements with the City of Downey and the City of Bell Gardens for implementation of the Regional Recycled Water Project, contingent upon non-material changes authorized by the Executive Officer and approved by Legal Counsel.
- d. Authorize the Chair to sign the final Subrecipient Agreements.

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- 8. Discussion Regarding Regional Stormwater Operation and Maintenance Services**
- 9. Safe Clean Water Program – Oral Report**
 - a. Lower San Gabriel River “LSGR” WASC Chair – Melissa You
 - b. Lower Los Angeles River “LLAR” WASC Chair – Gina Nila
- 10. Executive Officer’s Oral Report**
 - a. Outstanding Accounts Receivables
 - b. Request for Ad-hoc Committee to Review On-Call Consulting Statement of Qualifications
- 11. Directors’ Oral Comments/Reports**
- 12. Adjournment to Regular Board Meeting on October 12, 2023 at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA**

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
THURSDAY, JUNE 8, 2023**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, June 8, 2023 at 12:00 p.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Chair Adriana Figueroa called the meeting to order at 12:10 p.m. Roll was called by Ms. Traci Gleason and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Veronica Sanchez (alternate)	Bell Gardens
Len Gorecki	Bellflower
Madeline Chen (alternate)	Central Basin Municipal Water District
Mike O’Grady	Cerritos
Dan Mueller	Downey
Cesar Roldan	Huntington Park
Mark Stowell	La Mirada
Konya Vivanti (alternate)	Lakewood
Melissa You	Long Beach
Julian Lee	Lynwood
Jerry Gomez	Maywood
Rita Montalvo (alterante)	Montebello
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
Dylan Porter (alternate)	Port of Long Beach
Sarina Morales-Choate (alternate)	Santa Fe Springs
Gladis Deras (alternate)	South Gate
Rob Beste	Water Replenishment District
Vicki Smith	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Madeline Anderson	Koa Consulting

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Director Smith moved to approve the consent calendar.

The motion was seconded by Director You and was approved by the following voice vote:

AYES: Sanchez, Gorecki, Chen, Roldan, Vivanti, You, Lee, Gomez, Figueroa, Guerrero, Porter, Morales-Choate, Deras, Beste, Smith

NOES: None.

ABSTAIN: Stowell, O’Grady, Montalvo, Mueller

ITEM 6 - RATIFICATION OF ADOPTING GWMA FY 2023-2024 OPERATING BUDGET

Executive Officer Grace Kast reported that she had provided the Board with a detailed review of the proposed operating budget for FY 23-24 during the last Board meeting on April 13, 2023, where there were 21 votes in favor of approving the budget. During today’s meeting on June 8, 2023, Directors Mueller and O’Grady, who were not present at the April 13th Board meeting, added their approvals of the budget as two additional voting members. This resulted in a super majority with a total of 23 votes in favor of approving the FY 2023-2024 Operating Budget.

ITEM 7 – GWMA MEMBERSHIP REDUCED DUES FOR FY 2023-2024

Every year, members are invited to apply for reduced dues. This year, there were six total applications and five out of the six members qualified.

Director Lee moved to approve the following recommendations:

Approve reduced dues for FY 2023-2024 for the following:

1. Artesia = \$7,500
2. Bell = \$7,500
3. Bellflower = \$7,500
4. Cudahy = \$7,500
5. Maywood = \$7,500

The motion was seconded by Director Gomez, and the items were approved by the following voice vote:

AYES: Sanchez, Gorecki, Chen, Roldan, Vivanti, You, Lee, Gomez, Figueroa, Guerrero, Porter, Morales-Choate, Deras, Beste, Smith, Stowell, O’Grady, Montalvo, Mueller

NOES: None.

ABSTAIN: None.

**ITEM 8 – DISCUSSION/ACTION REGARDING AGREEMENT FOR COST SHARING
FOR THE INSTALLATION OF MONITORING EQUIPMENT AND
MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS
TMDL GWMA FY 23-24 OPERATING BUDGET**

Executive Officer Grace Kast led a discussion regarding the Agreements between the GWMA and Harbor Toxic Upstream participants, noting that they are set to expire on June 30, 2023. The Lower Los Angeles River and the Lower San Gabriel River Watershed Management Groups “WMG” Chairs have contacted GWMA and expressed interest in continuing the cost sharing arrangement through June 30, 2026, via a new agreement template with individual MS4 Permittees. The Agreements: 1) will not allow non-WMGs Permittees to have voting rights; and 2) are for purposes of only cost sharing in the monitoring costs to offset program costs.

GWMA’s legal counsel drafted and approved an Agreement Template to be issued to all GWMA members/non-members to provide administrative and contractual services for the Harbor Toxic Upstream participants to implement the Harbor Toxic Pollutants TMDL Monitoring Program.

Director Roldan moved to approve the following recommendations:

- a. Approve the Agreement Template to be issued to GWMA Members/Non-Members to provide administrative and contractual services on behalf of the Harbor Toxic Upstream participants for the Harbor Toxic Pollutant TMDL Monitoring Program, as presented.
- b. Authorize the Chair to execute the Agreements with GWMA Members and Non- Members.

The motion was seconded by Director Gorecki, and the items were approved by the following voice vote:

AYES: Sanchez, Gorecki, Chen, Roldan, Vivanti, You, Lee, Gomez, Figueroa, Guerrero, Porter, Morales-Choate, Deras, Beste, Smith, Stowell, O’Grady, Montalvo, Mueller

NOES: None.

ABSTAIN: None.

**ITEM 9 – DISCUSSION/ACTION REGARDING FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN GWMA AND
JOHN L. HUNTER & ASSOCIATES, INC. FOR THE HARBOR TOXIC
UPSTREAM PROFESSIONAL SERVICES AGREEMENT**

Executive Officer Grace Kast reported John L. Hunter & Associates prepared a proposal for services related to the Harbor Toxics Upstream monitoring work for the Los Angeles River and San Gabriel River Watersheds to modify the scope of work, account for unexpected cost increases, and to extend the term of the existing agreement. The Lower Los Angeles and Lower San Gabriel WMG Chairs requested that the GWMA accept the proposal and execute an amendment to the existing agreement. The three major tasks defined in the proposal are: Equipment Lease, Reinstallation and Maintenance; Monitoring and Chemistry; and Reporting. The proposal is for a period of three (3) years from July 1, 2023 to June 30, 2026. The estimated costs are \$127,178.32

for Year 1, \$127,728.52 for Year 2, and \$130,725.81 for Year 3, for a total not-to-exceed amount of \$385,633.55.

Director Vivanti motioned to approve the First Amendment to the PSA with John L. Hunter & Associates, Inc. for the Harbor Toxics Upstream; and authorize the Chair to Execute the PSA with John L. Hunter & Associates, Inc.

The motion was seconded by Director Stowell, and the items were approved by the following voice vote:

AYES: Sanchez, Gorecki, Chen, Roldan, Vivanti, You, Lee, Gomez, Figueroa, Guerrero, Porter, Morales-Choate, Deras, Beste, Smith, Stowell, O'Grady, Montalvo, Mueller

NOES: None.

ABSTAIN: None.

ITEM 10 – SAFE CLEAN WATER PROGRAM – ORAL REPORT

Director You who serves on the LLAR WASC as well as the LSGR WASC stated that they went over quarterly projects and discussed grants. She also reported that the call for projects deadline is July 23, 2023.

ITEM 11 - EXECUTIVE OFFICER'S ORAL REPORT

Executive Officer Grace Kast reported that GWMA's regional recycled water project IRWM grant application was awarded \$3.372 million.

ITEM 12 – DIRECTORS' ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 12:26 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, July 13, 2023 at 12:00 p.m. at the Clearwater Building, 16404 Paramount Boulevard, Paramount, CA.

Adriana Figueroa, Chair

Date



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

September 14, 2023

AGENDA ITEM 5b – Ratify the Warrant Register for July and August 2023 and Approve the Warrant Register for September 2023

SUMMARY

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION

The Warrant Register for expenditures dated July 2023 in the amount of \$156,086.24 and dated August 2023 in the amount of \$252,441.20 are submitted for ratification by the Board, and the Warrant Register for expenditures dated September 2023 in the amount of \$304,001.67 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT

The Warrant Register totals \$712,529.11. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION

Ratify the Warrant Registers for July and August 2023 and Approve the Warrant Register for September 2023.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
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WARRANT REGISTER
DISBURSEMENT JOURNAL
July 2023

Invoice Date	Vendor	Invoice Number	Description	Amount
7/2/2023	Alliant Insurance Services	2352382	ACIP-Crime Insurance Program	\$ 1,276.00
6/1/2023	Anchor QEA	16992-R1	Harbor Toxic Downstream (through 4/30/23)	\$ 6,784.23
6/1/2023	City of Paramount	5026	Office Lease (June 2023)	\$ 410.64
7/1/2023	City of Paramount	5044	Office Lease (July 2023)	\$ 410.64
6/21/2023	CWE	23245	LARUR2 (May 2023)	\$ 13,086.52
6/30/2023	Gateway Cities Council of Governments	6-30-23	Office Supplies/Fed Ex (June 2023)	\$ 120.85
6/21/2023	JLHA Municipal Contractor	GWM1LLA12305	LLAR WMP Implementation (May 2023)	\$ 28,413.75
7/3/2023	Koa Consulting, Inc.	K114-01-69	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (June 2023)	\$ 36,958.00
6/14/2023	Richard Watson & Associates	23-192-003-006	LCC WMP CIMP (May 2023)	\$ 61,385.30
5/31/2023	Richards Watson Gershon	242482	Legal Services - General (service through 4/30/23)	\$ 880.00
6/23/2023	Richards Watson Gershon	242818	Legal Services - HTU (service through 5/31/23)	\$ 550.00
6/23/2023	Richards Watson Gershon	242819	Legal Services - General (service through 5/31/23)	\$ 220.00
5/31/2023	Rodger's Catering	48306	Lunches for GWMA Meeting (June 2023)	\$ 577.71
6/26/2023	West Basin Municipal Water District	2023-01	Regional Recycled Water Expansion Project Grant Application	\$ 5,012.60
			Total	\$ 156,086.24

Reviewed and Approved by:


Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
Aug 2023

Invoice Date	Vendor	Invoice Number	Description	Amount
6/9/2023	CA Consulting	2023-GWMA -05	Accounting Support Services	\$ 665.00
8/4/2023	CA Consulting	2023-GWMA -07	Accounting Support Services	\$ 1,680.00
8/1/2023	City of Paramount	5062	Office Lease (Aug 2023)	\$ 410.64
7/11/2023	CWE	23279	LARUR2 (June 2023)	\$ 14,585.50
7/31/2023	Gateway Cities Council of Governments	7-31-23	Office Supplies (July 2023)	\$ 100.00
8/7/2023	Gateway Cities Council of Governments	8-7-23	Payment from Bell Gardens (Check # 186741) mistakenly made to GWMA	\$ 33,100.00
6/22/2023	JLHA Municipal Contractor	GWM1GHR12305	HTU (May 2023)	\$ 390.00
7/12/2023	JLHA Municipal Contractor	GWM1LLA12306	LLAR WMP Implementation (June 2023)	\$ 33,660.16
6/21/2023	JLHA Municipal Contractor	GWM1LSG12305	LSGR WMP Implementation (May 2023)	\$ 33,028.89
7/12/2023	JLHA Municipal Contractor	GWM1LSG12306	LSGR WMP Implementation (June 2023)	\$ 21,595.46
8/1/2023	Koa Consulting, Inc.	K114-01-70	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (July 2023)	\$ 38,248.00
7/19/2023	Richard Watson & Associates	23-192-003-007	LCC WMP CIMP (June 2023)	\$ 74,180.05
7/17/2023	Richards Watson Gershon	243181	Legal Services - General (service through 6/30/23)	\$ 797.50
Total				\$ 252,441.20

Reviewed and Approved by:


Thomas Bekele, Signal Hill



WARRANT REGISTER
DISBURSEMENT JOURNAL
Sept 2023

Invoice Date	Vendor	Invoice Number	Description	Amount
8/6/2023	CASQA	2023-12	LLAR Membership	\$ 8,600.00
2/22/2023	City of Bell Gardens	32477	John Anson Ford Cistern Prop 1 Grant Reimbursement	\$ 155,642.44
9/1/2023	City of Paramount	5086	Office Lease (Sept 2023)	\$ 410.64
8/22/2023	CWE	23348	LARUR2 (July 2023)	\$ 18,797.50
8/23/2023	JLHA Municipal Contractor	GWM1LLA12307	LLAR WMP Implementation (July 2023)	\$ 29,343.21
9/2/2023	Koa Consulting, Inc.	K114-01-71	Water-Related PM Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Aug 2023)	\$ 38,253.00
8/16/2023	Richard Watson & Associates	23-192-003-008	LCC WMP CIMP (July 2023)	\$ 52,789.88
8/30/2023	Richards Watson Gershon	243855	Legal Services - General (service through 7/31/23)	\$ 165.00
Total				\$ 304,001.67

Reviewed and Approved by:


Thomas Bekele, Signal Hill



*Los Angeles Gateway Region
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September 14, 2023

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2023-2024

SUMMARY

At the Board meeting in June 2023, the Board approved the budget for legal counsel services of \$30,500 for Fiscal Year (FY) 2023-2024 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 30,500.00	FY 2023-2024 Budget amount for Legal Counsel services
<u>\$ 165.00</u>	Expenditures for Legal Counsel services through July 31, 2023
\$ 30,335.00	Remaining budget amount available through June 30, 2024

FISCAL IMPACT

The total expenditures for Legal Counsel services for FY 2023-2024 through July 31, 2023 total \$165.00. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2023-2024 budget.

RECOMMENDATION

Receive and file the status the updated expenditures for Legal Counsel Services.

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September 14, 2023

AGENDA ITEM 6 – Catch Basin Cleaning Proposals

SUMMARY

A Request for Proposal (RFP) for Gateway Region catch basin cleaning was released July 26, 2023. A copy of the RFP was sent to all the Board members requesting their assistance in circulating it or posting it on their agency's website. The RFP was also sent to the previous vendors that have provided proposals or have expressed interest. The deadline for written questions was August 9, 2023. Staff did not receive any questions. The deadline to receive proposals was September 8, 2023 at 12:00 PM.

A total of three (3) proposals were received by GWMA staff. Proposals were submitted by Nationwide Environmental Services (NES), Ron's Maintenance (RMI), and United Stormwater (United). The three proposals were deemed responsive to GWMA's requirements.

NES, located in Norwalk, is a division of Joe's Sweeping, Inc, and has been providing services since 1968. Catch basins are proposed to be cleaned in accordance with each contracting agency's requirements using customized equipment which include: chassis/engine; debris body; vacuum system boom and pick-up hose; high-pressure jet; water tank; side-mounted vacuum hose; manhole cleaning handgun; electric and hydraulic system. Nationwide Environmental Services proposed fee is \$48.60 per catch basin, modified or unmodified.

RMI, located in Los Angeles, has been providing municipal catch basin and storm drain clean-out services throughout Southern California for nearly 30 years. RMI incorporates computerized work order management system to track cleaning and inspections performed. Information collected will be transmitted to the contracting agency to help optimize future catch basin cleaning and maintenance efforts. RMI's services includes properly disposing waste in accordance with all applicable Federal, State and local regulations, and providing the contracting agency with the total amounts of all waste removed from each round of cleaning. RMI's proposed fee is \$30 per catch basin, modified or unmodified.

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United, founded in 1999, is a minority business enterprise located in the City of Industry with 24 years of demonstrated expertise in storm water maintenance and BMP fabrication and installation. Their proposal assumes all extracted debris will be the responsibility of the contracting agency unless their fee is adjusted to include waste disposal. United's proposed fee is \$42 per catch basin, modified or unmodified.

Staff is recommending that the board authorize staff to receive and file the proposals and to distribute the entire Request for Proposal package with the proposal analysis to assist cities with their respective selection. GWMA will not be making recommendations to Gateway Region Cities regarding proposals.

FISCAL IMPACT

None.

RECOMMENDATION

- a. Receive and File Proposals and direct staff to distribute the complete Request for Proposal Package to each of the Gateway Region Cities with no proposal recommendation.

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GATEWAY WATER MANAGEMENT AUTHORITY

MUNICIPAL STORM SEWER CATCH BASIN CLEANING PROPOSAL

RFP 2023-01

DUE DATE: AUGUST 18, 2023 BY 4:00 PM

SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650

PH. (562) 860-0604 • FAX (562) 868-5726

www.nes-sweeping.com



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Flyer of Services	Enclosed



COVER LETTER

August 14, 2023

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

Re: Municipal Storm Sewer Catch Basin Cleaning Proposal

Dear Ms. Gleason:

Introduction

Nationwide Environmental Services (NES) has provided services to over 50 municipalities in the Southern California region since 1968. NES is a second generation, woman and family owned business providing state-of-the-art catch basin cleaning, street sweeping, graffiti abatement, bus stop maintenance, parking lot sweeping and roll-off services at competitive prices. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES is committed in providing quality services with a dedicated staff to ensure a clean, healthy and safe environment. NES is known for its reliability, reputation and quality services with a courteous and responsive customer service department. Furthermore, NES is proud to state that we currently provide services (catch basin cleaning, street sweeping, bus stop cleaning, graffiti abatement) to several of the Cities which are part of the Gateway Region, such as, Montebello, Norwalk, Commerce, Pico Rivera, Lynwood, Huntington Park and Downey.

Company History

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., is one of the largest street sweeping companies in the nation. Through ceaseless dedication, founder Joe Samuelian, who started sweeping parking lots in 1968, created a company that has served over 50 municipalities throughout California. The company's success lies in its mission statement: to provide the highest level of customer satisfaction with quality services using state-of-the-art, environmentally friendly technologies.



COVER LETTER

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, homeowner's associations (HOA), business parks, parking facilities, construction sites, private companies, various unified school districts and transportation authorities. Our current contracts cover services within the Greater Los Angeles Area and the surrounding areas of Orange, Ventura, San Bernardino, and Riverside Counties, serving over 1.5 million citizens.

NES implements technologically advanced softwares and employs experienced and dedicated management and personnel. Through this dedication to excellence, NES proactively addresses the needs of the communities we serve.

Our clean and efficient services enhance a community's appearance and consistently ensure a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES, we realize the importance of a clean and dependable fleet. This is why our vehicles are routinely cleaned and inspected to make sure they provide the highest level of service. Our equipment technicians are highly qualified, and every operator is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time.

Description of Work

NES' general work plan to meet catch basin cleaning requirements incorporates a well-managed administration and operational structure supported by interdepartmental teamwork. NES' management will meet with each City representative to examine and evaluate the locations and cleaning schedule.

NES will clean catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with each City's requirements. NES will report damaged catch basin screens and missing stenciling to each City and will inspect, clear all debris, and will report any evidence of rodents and/or vectors breeding/living in the storm drain system within 24 hours of discovery. NES will also take no less than five (5) photos documenting the before and after conditions of all debris cleaning from the same vantage points.

NES will provide services at a minimum of one time per year between May 1 and September 30 each year. Also, inspections will be performed during October, January, and April. Per MS4 permit requirements, trash capture inserts will be cleaned at regular intervals to maintain efficiency.



COVER LETTER

NES provides consistent and thorough services, thereby ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Contact Information

Ani Samuelian
President
(562) 860-0604
ani@nes-sweeping.com

Nejteh Der Bedrossian
Operations Manager
(562) 254-0205
nejtehd@nes-sweeping.com

If you have any questions or need additional information, please feel free to contact me at (562) 860-0604. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ani Samuelian", is positioned above the printed name.

Ani Samuelian
President



PROPOSER INFORMATION

Nationwide Environmental Services div. of Joe's Sweeping, Inc.
11914 Front Street
Norwalk, CA 90650

Founded: 1968

Legal Status: California Corporation

License: CA #600689, B, C-33, C61/D38, C61/D24

Storm Water Inspector Certification – See Attached, Page 5

Ani Samuelian – Owner, President and Contract Manager

Joe Samuelian – Owner and Vice President

Never Samuelian – Owner, Vice President, and Treasurer

Suzy Samuelian – Executive Secretary

Nejteh Der Bedrossian – Operations Manager (Certified Storm Water Inspector)

George Ramirez – Asst. Operations Manager

Marlene Melchor – Office Manager



CERTIFIED STORMWATER INSPECTOR®



THIS CERTIFICATE ACKNOWLEDGES THAT

Nejteh Der Bedrossian

Has successfully completed recertification of the stormwater permit training including, but not limited to, the required MS4 minimum controls measures, and industrial and construction permit compliance. This certification is effective for a period of five years and includes .4 Continued Education Units.

A handwritten signature in blue ink, reading "Laurie G. Murphy".

Laurie Murphy, President

6658

Certificate Number

January 27, 2021

Date

NATIONAL STORMWATER CENTER

105 EAST BROADWAY

BEL AIR MD 21014

UNDERSTANDING OF NEED

NES prides itself on its excellent customer service. All employees at NES are courteous, responsive, timely, equitable and professional. Employees are trained whether in person or on the phone to be pleasant, respectful, and professional. Employees give full attention to each customer's needs by asking questions and by providing accurate information. Our customer service representatives offer immediate action to requests and complaints.

NES maintains a drug-free workplace and employs a staff of over 80 operators including back-up personnel. This method of employing back-up operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers. All personnel wear company uniforms which include identification patches identifying the company and employee.

At NES, employees are trained, licensed, insured and competent to assure quick response along with professional services. NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. All employees at NES have been screened and selected per NES' Driver Selection and Screening Policy.

NES believes that communication is a key factor in providing quality services, therefore, we have a 24/7 dispatch service available to assist Cities with additional, special or emergency requests. In addition, NES will provide all the Cities with NES' 24-hour dispatch telephone number and cellular telephone number of the project manager.

Safety comes first at NES; therefore, all managers, supervisors and employees receive ongoing safety training during their employment.

All operators have over five (5) years' experience, have completed training on the proper operating procedures of the vehicles assigned. Management personnel have over fifteen (15) years' experience and are highly trained in maintaining the highest level of customer service by focusing on guaranteed satisfaction. All employees and management personnel are skilled, experienced, and competent and all are capable of communicating in both written and oral English. If necessary, NES has a staff of management personnel, back-up operators and back-up vehicles which can be utilized.

NES also has full-time in-house mechanics available 24/7 to handle any type of mechanical problem, should the need arise. Mechanics are trained and skilled to repair and maintain all types of vehicles.

NES will clean catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS) and unmodified catch basins in accordance with each City's requirements. NES will report damaged catch basin screens and missing stenciling to each City and will inspect, clear all debris, and will report any evidence of rodents and/or vectors breeding/living in the storm drain system within 24 hours of discovery.

Furthermore, NES will take no less than five (5) photos documenting the before and after conditions of all debris cleaning from the same vantage points. All photos will be in jpeg format and labeled so that it is easy to identify. The photos will be submitted with the invoice.

NES will provide services at a minimum of one time per year between May 1 and September 30 each year. Also, inspections will be performed during October, January, and April. Per MS4 permit requirements, trash capture inserts will be cleaned at regular intervals to maintain efficiency.

NES will be responsible for all traffic controls in accordance with California Manual on Uniform Traffic Control Devices.

NES will utilize high-tech, customized equipment to clean the catch basins. See below equipment specifications:

Chassis/Engine

Freightliner Cab/Chassis

Engine 230 hp @ 3,500

rpm Front Axle 9,000 lb

Rear Axle 17,000 lb

Axle 120"

Wheel Base

110" Axle

Frame 61"

Gross Vehicle Weight 26,000

lb Transmission AT-545E

Allison MD 3060

Air Brake System

Rear Suspension 17,500 lb w/ 4,500 lb aux.

Debris Body (Custom Built NES Specs)

Custom body 6.5 yd capacity;
3/16" abrasion- and corrosion
resistant steel; full-size rear door,
top hinged, equipped with
replaceable neoprene
seal; minimum 50° dump angle;
hydraulic latches; load level indicator;
body drain hose; stainless steel float
ball shut-off;
full dump controls.

Vacuum System (Regenerative Air, PM-10)

Positive displacement, rotary lobe blower;
2,100 cfm and 33" HG
vacuum; powered by auxiliary engine
and driven via heavy-duty split shaft
transfer case; exhaust silencer and
PM-10 dust control screen.

Boom and Pick-Up Hose

Side-Mount operation; all connections
between debris body and boom self
adjusting, pressure-fitting seals;
8" ID on all hose and tubes;
hydraulic 8'extendible boom
with 120° rotation; electric over
hydraulic solenoid system; boom
movement controls at the hose reel via
pendant control with emergency
shutdown switch; 9' of aluminum
suction pipe and over-center clamps.

High-Pressure Jet (Rodder® Hose)

50' x 1-2" rodder hose; 3,000 psi operating pressure and 7,250 psi burst pressure; 15° sand nozzle and 30° sanitary nozzle; hose guide and rope. High-Pressure Water Pump Hydraulically driven, double-acting, single piston water pump; hydraulic pump driven off of auxiliary engine via heavy-duty transfer case; side control engagement/disengagement; accumulator; pump capable of 4.0 gpm at 2,500 psi; independent flow and pressure capabilities at full vacuum; flooded suction inlet; capable of running dry without damage.

Water Tank

One cylindrical cell constructed of PVC; 350 gal capacity; positioned at frame rail for best weight distribution and center of gravity; single curbside fill point equipped with antisiphon device; water level sight gauge.

Side-Mounted Vacuum Hose 8"

Assembly mounted on independent frame attached to truck frame; spun steel construction with no braces required; 120° rotation on heavy-duty bearing; Hydraulic drive motor with speed and forward/reverse controls; adjustable, rotating swivel joints with replaceable seals on inlet line; all operating controls located on curbside.

Manhole Cleaning Handgun

High-pressure water pump relieved to provide 5.0 gpm at 1800 psi for cleaning manholes; 25' x 1/2" wire-reinforced hose; quick-connect coupler; mid-ship mount; variable flow pattern, fine mist to steady stream.

Electric and Hydraulic System

All connections sealed; hydraulic reservoir; modular, accessible and removable 35 gal hydraulic reservoir.



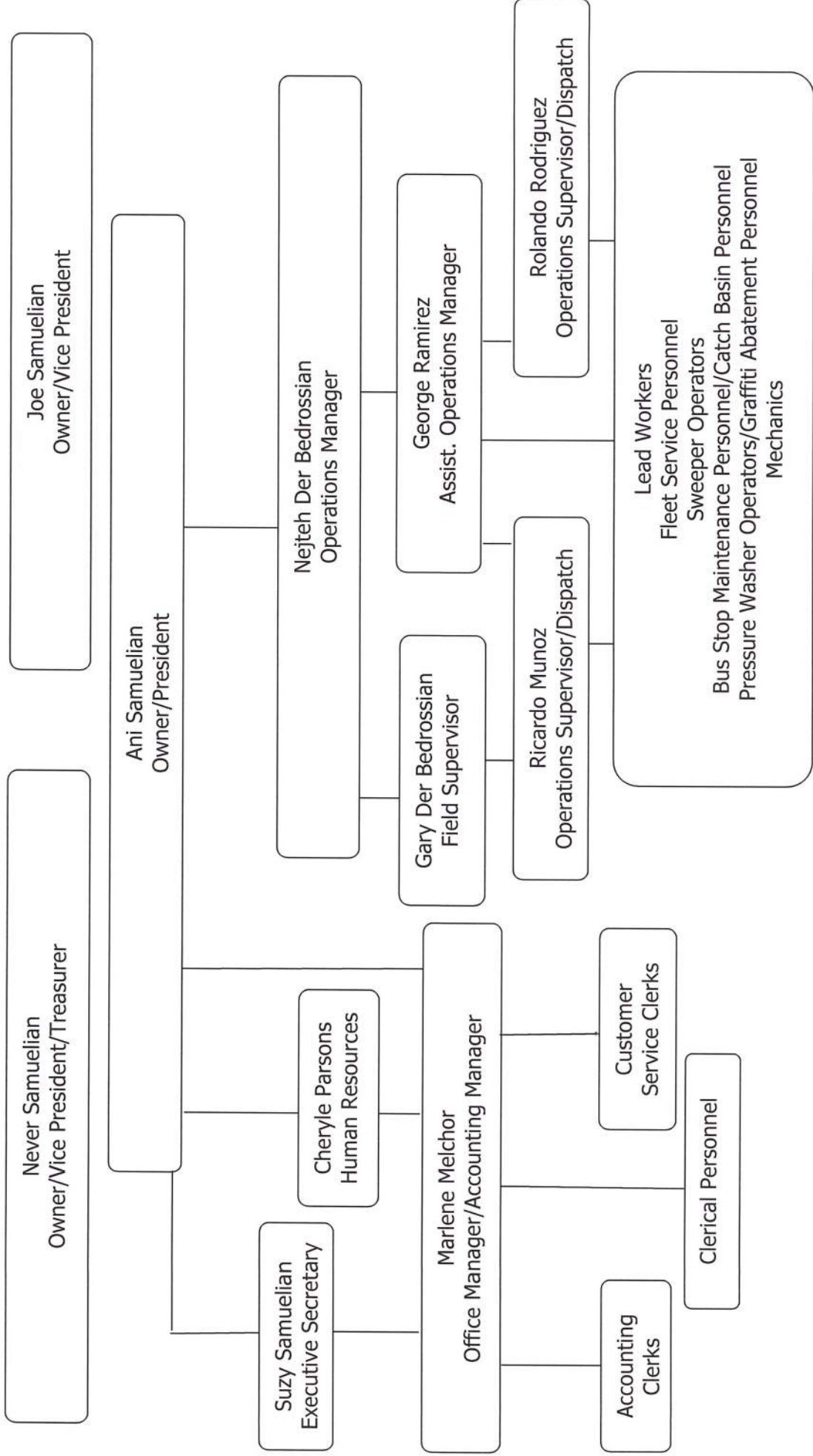
COMPANY & TEAM EXPERIENCE***CONFIDENTIAL***

Three (3) Year Minimum Experience Requirement

Customer Name Address	Contact Person Title	Phone # Fax # Email Service Dates
City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640	Arlene Salazar Interim City Manager	Ph. (323) 887-4616 Fax (323) 887-4716 asalazar@cityofmontebello.com Service Dates: 2013 to Current
City of Commerce 2535 Commerce Way Commerce, CA 90040	Edgar Cisneros City Manager	Ph. (323) 722-4805 Fax (323) 726-6231 ECisneros@ci.commerce.ca.us Service Dates: 2014 to Current
City of Huntington Park 6550 Miles Ave. Huntington Park, CA 90255	Ricardo Reyes City Manager	Ph. (323) 582-6161 Fax (323) 588-4577 citymanager@hpc.ca.gov Service Dates: 2014 to Current



COMPANY & TEAM EXPERIENCE





COMPANY & TEAM EXPERIENCE

Executive:

Ani Samuelian
Joe Samuelian
Never Samuelian
Suzy Samuelian

President (**Contract Manager**)
Vice President
Vice President/Treasurer
Executive Secretary

Administrative:

Marlene Melchor
Cheryle Parsons

Office Manager/Accounting Manager
Human Resources, PHR
Accounting Clerks
Customer Service Clerks
Clerical Personnel

Operations:

Nejtch Der Bedrossian
George Ramirez
Gary Der Bedrossian

Operations Manager (**Project Manager**)
Assistant Operations Manager
Field Supervisor
Lead Workers
Fleet Service Personnel
Sweeper Operators
Bus Stop Maintenance Personnel
Catch Basin Personnel
Pressure Washer Operators
Graffiti Abatement Personnel

Mechanics:

Jose Hernandez

Fleet Maintenance Supervisor
Lead Mechanic
Mechanics

COMPANY & TEAM EXPERIENCE

Ani Samuelian/President (Contract Manager)

Ani Samuelian has been employed with NES since 1994 and her responsibilities include: Oversee daily operations, contract management, accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources, Safety and Public/Government Relations. Ani is bilingual (English/Armenian) and has graduated from Southern California College of Business & Law. Ani is also a proud member of the L.A. Chapter Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa). In March 2023, Ani was honored as the "Woman of the Year" in the area of business from the 30th Senate District.

Nejteh Der Bedrossian/Operations Manager (Project Manager)

Nejteh Der Bedrossian has been employed with NES since 1991 and his responsibilities include: Oversee and supervise the daily operations of the plant. Responsible for designing new routes and organizing daily service routes and schedules for an effective operation. Managing and overseeing employees. Managing disposal operations; administer and oversee disposal program, including recycling and composting; establish programs with municipalities to meet AB 939 mandates. Monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Perform cost comparison analysis to determine the most efficient and cost-effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Nejteh is a Certified Stormwater Inspector. Nejteh is also multilingual and a proud member of the L. A. Chapter - Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

George Ramirez/Assistant Operations Manager

George Ramirez has been employed with NES since 2007 and his responsibilities include: assisting in the daily operations, organizing daily routes, scheduling, dispatch, field supervision, quality control, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. George is bilingual (English/Spanish) and has over 15 years experience.



COMPANY & TEAM EXPERIENCE

Gary Der Bedrossian/Field Supervisor

Gary Der Bedrossian has been employed with NES since 1985 and his current responsibilities include: field supervision, quality control, monitoring and inspecting field operations, designing new routes and organizing daily service routes and schedules for an effective operation. Gary started employment with NES as a sweeper operator; therefore, Gary is well aware and knowledgeable of the pattern of sweeping, quality, route design and issues relating to sweeping performance and all other aspects of sweeping. Gary is multi-lingual (English, Armenian, Arabic, and Turkish).

Marlene Melchor/Office Manager

Marlene Melchor has been employed with NES since 2000 and her current responsibilities include: office management, accounts payable, accounts receivable, payroll, scheduling, report administration and overseeing customer service department.



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

Nationwide Environmental Services div. of Joe's Sweeping, Inc.

11914 Front Street

Norwalk, CA 90650

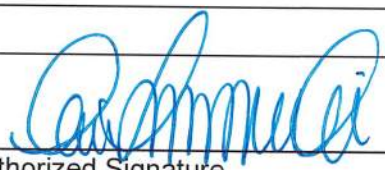
Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$ 48.60	\$ 48,600.00
CPS Catch Basin	9,500	each	\$ 48.60	\$ 461,700.00
ARS & CPS Catch Basin	4,000	each	\$ 48.60	\$ 194,400.00
Non-retrofitted Catch Basin	3,000	each	\$ 48.60	\$ 145,800.00
Total				\$ 850,500.00


Authorized Signature

August 14, 2023

Date

CATCH BASIN CLEANING



- ♦ EPA (MS-4) COMPLIANT CATCH BASIN CLEANING.
- ♦ PREVENTING POLLUTANTS FROM FLOWING TO THE OCEAN.
- ♦ PRE AND POST RAIN CLEANING PREVENTS STREETS FROM FLOODING.
- ♦ REMOVING DECAYING DEBRIS REDUCES FOUL ODORS.
- ♦ COMPLIMENTS CLEAN WATER ACT
- ♦ HELPS TO CONTROL WEST-NILE VIRUS.
- ♦ ROUTINE CLEANING PROTECTS OUR ENVIRONMENT.



BEFORE



BEFORE



AFTER



AFTER

**Nationwide
Environmental
Services**
Division of Joe's Sweeping, Inc.

11914 Front St.
Norwalk, CA 90650
(562) 860-0604

Request for Proposal For Municipal Storm Sewer Catch Basin Cleaning (RFP 2023-01)

A Proposal Submitted to the Gateway Water Management
Authority



**RON'S MAINTENANCE INC.
P.O. Box 4562
DOWNEY, CA 90241**

August 18, 2023

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

RE: REQUEST FOR PROPOSAL – MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

Ron's Maintenance, Inc. (RMI) has reviewed the requested for proposal and is pleased to submit the attached proposal to the Gateway Water Management Authority (GWMA) for Municipal Storm Sewer Catch Basin Cleaning services.

RMI has been committed to providing the Contracting Agencies of the GWMA with superior catch basin cleaning services since 2011. If selected, RMI promises continued delivery of unparalleled service in inspection and cleaning of the approximately 1488 catch basins within the San Gabriel River Watershed and 16,177 modified and unmodified catch basins within the Los Angeles River Watershed. RMI guarantees our level of service, and cost-effective approach can not be duplicated by our competitors.

As company President, I Ron Norman, have the legal authority to negotiate and contractually bind RMI. Should you have any questions or need additional information, please feel free to contact me via email at Ron@ronsmaintenance.com or by telephone at (213) 359-3827.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie Norman". The signature is written in a cursive, flowing style.

Ronnie Norman,
President/CEO
Ron's Maintenance, Inc.

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PROPOSER (COMPANY) INFORMATION

COMPANY BACKGROUND

Ron's Maintenance, Inc. (RMI), was founded in 1994 by Ron Norman in Los Angeles, CA and has been providing municipal catch basin and storm drain clean-out services to municipal agencies throughout southern California for nearly thirty (30) years. We take the responsibility of protecting the environment seriously, by maintaining catch basins to prevent blockages of the municipal storm sewer system and to minimize the amount of pollutants discharged into our local waterways.

At RMI we are committed to providing municipal agencies with unsurpassed catch basin and storm drain cleaning and inspection services, utilizing the most efficient and cost-effective cleaning methods in the industry. RMI utilizes a computerized work order management system to track cleaning and inspection activities in real time. Vital information is collected in RMI's work order management system, including the date of cleaning and/or inspection; maintenance and/or repair requirements; the amount of trash, sediment, and green waste removed; and if the catch basin was re-stenciled. The information collected is utilized to optimize future catch basin cleaning and maintenance efforts. Our optimized cleaning and inspection program helps to reduce street flooding, to minimize nuisance odors, and to significantly reduce the discharge of pollution to our waterways.

RMI'S COMPANY PROFILE

- RMI is an S Corporation, owned and operated by Ron Norman.
- There are no subsidiaries or parent companies.
- C-61/D63 General Contractor License: License number 972124

All services will be directed from our company yard located at 5428 S Broadway St, in the City of Los Angeles. All written communication should be mailed to P.O. Box 4562, Downey, CA 90241.

UNDERSTANDING OF NEED

The GWMA is soliciting bids on behalf of its Contracting Agencies to provide annual catch basin cleaning and inspection services for the entire Gateway Region (Los Angeles River and San Gabriel River Watershed areas) for a minimum annual frequency of one cleaning between May 1st and September 30th. In addition, the Contracting Agencies require inspection of all catch basins within their jurisdictions during the months of October, January, and April annually. Further, the Contracting Agencies are seeking the assistance of a firm to quickly and effectively report damaged screens, missing stenciling, evidence of rodents and/or vector breeding, and the identification of illicit discharges within twenty-four (24) hours of discovery.

We have thoroughly reviewed the scope of services requested. RMI has provided the services requested to a number of Contracting Agencies within the GWMA since 2011. Each Contracting Agency has our assurance that our project team will accomplish the scope of services in the comprehensive and thorough manner outlined below:

- **Service:** Our project team is service oriented, courteous, and reliable. Each Contracting Agency will receive personalized service by a project team who is familiar with the agency and has an understanding of the environmental and regulatory sensitivities of the services requested.
- **Professionalism:** We understand that each Contracting Agency has come to expect a high level of confidence in the staff assigned. The individuals assigned possess the technical skills the GWMA is seeking and the interpersonal skills that tie our technical know-how to practical service.
- **Control:** Our systematic approach guarantees that we will deliver the services requested in the Scope of Work and that we are held accountable for the quality of our services. Levels of service are provided to meet the workload demands and the priorities of each Contracting Agency and will be clearly defined and communicated to all assigned staff.
- **Responsiveness:** Each Contracting Agency will be served by a team that has worked effectively with key staff, and able to respond to the needs and priorities of each Contracting Agency,

As we deliver these services, we will continually:

- Evaluate our operations to ensure that services are being properly, efficiently, and effectively delivered;
- Evaluate services being provided and the resources assigned to complete the tasks, assuring staffing levels are always appropriate based on the workload; and
- Identify any improvements in our processes to enhance services provided.

RMI is committed to providing the Contracting Agencies of the GWMA with unsurpassed catch basin cleaning and inspection services by: 1) utilizing the most efficient and cost-effective catch basin and storm drain cleaning methods in the industry; 2) incorporating a computerized work order management system to track cleaning and inspections performed; and 3) collecting vital information in our work order management system. If any defects/upset are observed, RMI will communicate the nature of the upset/repair (i.e., damaged or missing stencils, evidence of vectors or illicit discharges, damaged catch basin screens, or catch basin in need of cleaning). RMI will transmit the information collected to each Contracting Agency to help them optimize future catch basin cleaning and maintenance efforts. Our optimized inspection program helps to reduce street flooding, to minimize nuisance conditions, and to significantly reduce the discharge of pollution to our waterways.

RMI's project approach and quality assurance measures described on the following pages will ensure that all services are performed to the Contracting Agency's satisfaction.

Project Initiation:

The RMI project team will contact each Contracting Agency in advance of catch basin cleaning services to establish the project schedule and deliverables; traffic control requirements/constraints; waste handling and disposal; and other pertinent project information. Our supervisory staff will review and verify each Contracting Agency's data collection and reporting requirements. In addition, we will review our safety procedures and traffic control considerations with staff prior to performing any field-work.

Traffic Control Measures:

Should catch basin cleaning activities require the closure or impediment of vehicle traffic, we will obtain the necessary encroachment permits from the Contracting Agency. If required, RMI will submit a traffic control plan and provide traffic control services and devices to include: cones, delineators, signage and flaggers (as necessary).

Cleaning Procedures:

- Our field crews will implement appropriate traffic control measures that will be included in standard or customized traffic control plans. Working hours will be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise approved by the Contracting Agency.
- Upon approach, we will visually inspect the condition of the catch basins; the legibility of “no dumping” signage/stencils; and note any build-up of debris outside the catch basin. Our staff will look for evidence of blockage or damage to the catch basin. Any damage will be reported to the Contracting Agency’s representative within one (1) business day of discovery.
- Field personnel will document all information from inspections/cleaning using RMI Catch Basin Maintenance form or forms supplied by the Contracting Agency. Information collected will be provided to the Contracting Agency within 30 days of completion of cleaning and inspection activities.
- Our staff is trained to look for evidence of illegal dumping of hazardous wastes such as used oil and paint in the catch basin / storm drain system. Should our crews encounter these materials, they will immediately notify the Contracting Agency’s representative.
- We will document the condition of the catch basin prior to and upon completion of cleaning utilizing a digital camera with a time stamp. Photographs will be provided to each Contracting Agency’s representative. All photographic images will be submitted to the Contracting Agency along with maintenance logs within 30 days of service completion date.
- Waste shall be properly disposed of in accordance with all applicable Federal, State, and local regulations. We will provide the Contracting Agency with the total amounts of all waste removed from each round of cleaning.



On-Going Inspections:

- RMI will perform inspections of all identified catch basins during the months of October, January, and April (on an annual basis).
- If authorized by the Contracting Agency, RMI will immediately clean any catch basins observed having blocked screen inlets, blocked screened outlets, or found to be filled with trash and debris.
- RMI will document inspection results on a Field Data Sheet along with providing any necessary photographic documentation.



Vector/Rodents:

- RMI will report to contracting agencies within 24 hours of discovering evidence of vector or rodent breeding/living activities in catch basins/storm drains.

Confined Space Training

RMI fully complies with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' Safety Requirements, while performing all catch basin and storm drain system maintenance activities.

RMI is aware that entry into Permit-Required Confined Spaces, as defined in California Code of Regulations Title 8, Section 5157, may be required as a part of the work specified in the Scope of Work. RMI shall perform any required confined space entries in accordance with Cal/OSHA Confined Space Section 5156, 5157, 5158, Title 8 and CCR.

Hazardous Waste Recognition

RMI staff is trained and is familiar with recognizing signs of illegal dumping of hazardous materials such as used oil and paint in catch basins and the storm drain system. Upon discovery of illegal dumping of hazardous wastes, RMI staff will comply with the reporting and response procedures established by the Contracting Agency, which includes immediate telephone notification of staff.

COMPANY AND TEAM EXPERIENCE

PROJECT TEAM

Our project team is comprised of recognized storm drain system maintenance experts, with more than 60 years of combined industry experience. Additionally, our team has the technical depth as well as training to address all of the City's storm drain cleaning and inspection needs.

Mario Gudino Sr. – Project Manager

Mr. Gudino is a strong asset to the Project Team and has over twenty-six (26) years of experience as a project manager. Mr. Gudino will supervise crews in performing catch basin cleaning and inspection services. Mr. Gudino's duties will include the following:

- On-site project supervision and project coordination;
- Inspect and clean CPS and filter units;
- Oversee work crews to complete all project tasks;
- Manage supplies and keep track business expenses;
- Responsible for knowing and abiding by local ordinances/regulations; and
- Generate reports of work completed and report to City staff contact.

Mr. Gudino has more than eight (8) years of experience in cleaning CPS, APS, MRS, and FBI inserts and is certified in Confined Space Entry; First Response for Unusual and Hazmat Occurrences; Traffic Management; and is a Contech Certified Maintenance Provider.

Martin Pinedo

Mr. Pinedo has more than nineteen (19) years of experience providing field support services on storm drain and catch basin cleaning and inspection projects throughout southern California. Mr. Pinedo's current duties include the following:

- Cleaning, inspection, and repair of catch basins;
- Contech Certified Maintenance Provider;
- Confined space entry recognition and awareness certification;
- Documenting catch basin cleaning and inspection information; and
- Traffic control measures implementation.

Juan Diaz

Mr. Diaz has more than twelve (12) years of experience in the field providing support on well over 100 contracts. In addition, Mr. Diaz has five (5) years of experience in cleaning catch basins and catch basins equipped with CPS, APS, MRS and FBI inserts and has completed Certified in Confined Space Entry training and is a Contech Certified Maintenance Provider.

Mario Gudino Jr.

Mr. Gudino has more than sixteen (16) years of experience in providing storm drain system inspection and maintenance services to municipal clients throughout southern California. Mr. Gudino has completed Certified Confined Space Entry training and is a Contech Certified Maintenance Provider.



CITY OF PARAMOUNT – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES
2014-Present

CONTACT: Sarah Ho, Assistant Public Works Director
16400 Colorado Ave
Paramount, CA 90723 | Telephone Number: (562) 220-2157

PROJECT DESCRIPTION: Annual cleaning and inspections of the City's 500+ catch basins.



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS – STORM DRAIN CLEANING SERVICES

1998 – Present

CONTACT: Aki Gadim, Head Construction Inspector
900 S. Fremont Ave

Alhambra, CA 91803 | Telephone Number: (818) 994-9964

PROJECT DESCRIPTION: On-going annual cleaning of 37,000 retrofitted and unmodified catch basins within Los Angeles County. RMI performs annual Dry and Wet season cleaning of unmodified and modified catch basins, documenting the amount of trash and debris removed from each basin; the condition of any trash excluder device; and re-stenciling catch basins (as necessary).



COUNTY OF ORANGE – ANNUAL CATCH BASIN INSPECTION AND CLEANING SERVICES

2013 – Present

CONTACT: Ceaser Segura
County of Orange Public Works
222 E. Bristol St
Orange, CA 92865-2714 | Telephone Number: (714) 448-2924

PROJECT DESCRIPTION: Annual storm drain cleaning and inspection of the 1250 retrofitted and unmodified catch basin/drop inlet structures. RMI performs inspection and cleaning services during the Wet and Dry seasons; documenting services with digital photographs; disposal of collected debris; reporting inoperable or damaged excluder devices; and re-stenciling catch basins (as necessary).



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

Ron's Maintenance Inc.

P.O. Box 4562 , Downey, CA 90241

Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

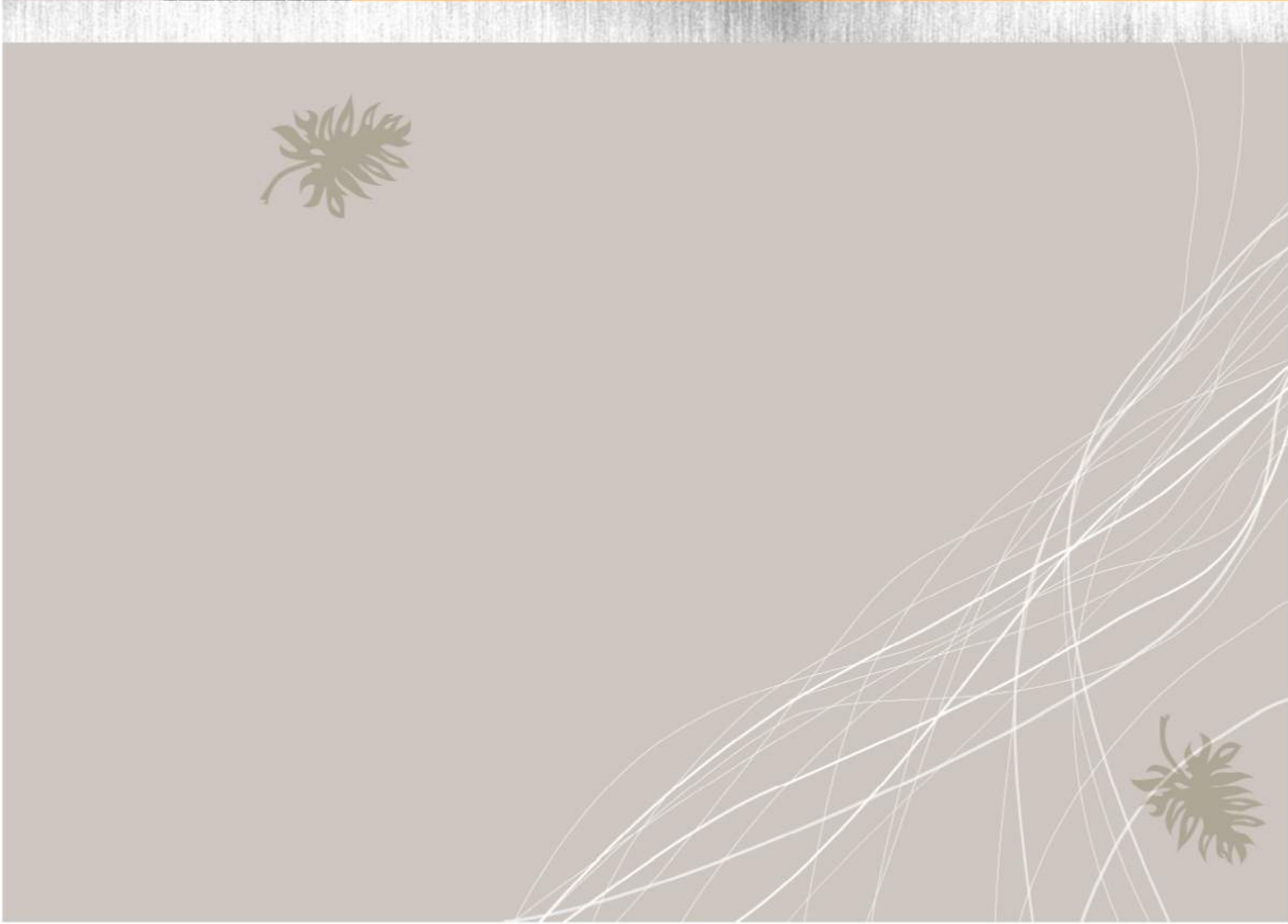
Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$ 30.00	\$ 30,000
CPS Catch Basin	9,500	each	\$ 30.00	\$ 285,000
ARS & CPS Catch Basin	4,000	each	\$ 30.00	\$ 120,000
Non-retrofitted Catch Basin	3,000	each	\$ 30.00	\$ 90,000
Total				\$ 525,000

Authorized Signature

08-18-2023

Date



P.O. BOX 4562 Downey, CA 90037 | Phone: 213.359.3827 | Fax: 562.861.2418
Ronsmaintenance@aol.com | www.Ronsmaintenance.com

REQUEST FOR PROPOSALS

MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

**Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723
Attn: Traci Gleason**

Submitted by



14000 E. Valley Blvd.
City of Industry, CA 91746

Lydia Perry
V.P. of Marketing & Sales
626/ 961-9326 Office
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lydia@unitedstormwater.com

Bid Opening Date: August 18, 2023 @ 4:00 PM

SECTION 1: COVER LETTER



August 18, 2023

Gateway Water Management Authority
16401 Paramount Boulevard
Paramount, CA 90723
Attn: Traci Gleason

Subject: Municipal Storm Sewer Catch Basin Cleaning (RFP 2023-01)

Dear Ms. Gleason,

United Storm Water, Inc. (United) is pleased to submit the enclosed response to the RFP for Municipal Storm Sewer Catch Basin Cleaning. United is a Class A Minority Business Enterprise (MBE) having (24) years demonstrated expertise in storm water maintenance and BMP fabrication and installation. United has the experience and resources necessary for fulfillment of the scope of work and have successfully provided catch basin inspection and cleaning services to numerous public agencies within the Gateway Region as well as installation of thousands of the BMP devices that are to be maintained.

United will provide all labor, equipment and materials needed for inspecting and cleaning unmodified catch basins as well as catch basins containing Connector Pipe Screens (CPS) and/or Automatic Retractable Screens (ARS). United Storm Water will enter into contracts with individual municipalities wishing to accept its pricing and terms. The term of the agreement will be for (3) years from the date of acceptance.

Services include traffic control, catch basin cleaning (includes BMP cleaning) and documentation. Documentation will include before and after photos of cleaning from the same vantage points in an amount not less than (5) of each condition. Disposal of the extracted waste will be the responsibility of the Contracting Agency or can be handled by United per request as extra work as agreed to in writing.

The rates provided include considerations for permits, mobilization, traffic control, catch basin inspection and debris clearing (excludes disposal), and documentation of services. All fees associated with transportation and disposal of the extracted waste will be negotiated with the Contracting Agency separately. **The unit rates provided will be charged every time each catch basin is serviced (concurrent inspection/cleaning or separate inspection event).**

Per the RFP prevailing wage rates do not apply. Should the Department of Industrial Relations determine that prevailing wage rates do apply for the contracted work a change order will be issued to additionally compensate United for all personnel and operated equipment.

Please contact me should you require any additional information or to schedule an interview as part of the competitive bid process. Thank you for your consideration of our proposal!

Sincerely,

A handwritten signature in black ink that reads "Lydia Perry". The signature is written in a cursive, flowing style.

Lydia Perry
V.P. Of Marketing & Sales | Secretary/Treasurer

lydia@unitedstormwater.com
Cell (626) 890-7078

SECTION 2: PROPOSER INFORMATION

Identification of Bidder

Company Information	
Legal Name	United Storm Water, Inc.
Address	14000 E. Valley Blvd., City of Industry, CA 91746
Legal Form of Company	S-Corporation
Year Incorporated	1999 (24 years)
California Corporation No.	C2155753
Tax Identification No.	95-4742126
DIR Registration No.	1000012438
Contractor License No.	768583 (A, HAZ, C21, C27, C31, C42)
Parent Company	N/A
DBE Designation	Minority Business Enterprise (MBE)
Contact Name/Title	Lydia Perry, Secretary/Treasurer
Contact Email/Telephone	lydia@unitedstormwater.com; (626) 890-7078

Ownership & Management

United Storm Water is a family owned and operated MBE under the following ownership and management:

NAME	Title
Eduardo Perry Jr.	President/Owner
Daniel C. Perry	Executive Vice President/Owner
Lydia Perry	Secretary/Treasurer/Owner
Ramon Menjivar	Sales Manager

SECTION 3: UNDERSTANDING OF NEED

Description of Work

United Storm Water (United) will provide all labor, equipment and materials needed for inspecting and clearing debris from unmodified catch basins as well as catch basins containing Connector Pipe Screens (CPS) and/or Automatic Retractable Screens (ARS) in accordance with the agreements entered into with the individual Contracting Agencies. The total number of catch basins, if all cities contracted, is estimated between 14,000 and 18,000. The term of the agreement will be for (3) years from the date of acceptance.

Services include traffic control, catch basin cleaning (includes BMP cleaning) and documentation. United shall inspect and clear debris from the subject catch basins a

minimum of one time between May 1 and September 30 of each year. In addition, United shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agency during the months of October, January and April. Documentation will include before and after photos of cleaning from the same vantage points in an amount not less than (5) of each condition.

The Contracting Agency may request additional cleanings based on the rates provided in United's proposal. Disposal of the extracted waste will be the responsibility of the Contracting Agency or can be handled by United per request as extra work as agreed to in writing.

SECTION 4: COMPANY AND TEAM EXPERIENCE

Background Information

United Storm Water has been in business since 1999 (24 years) and was incorporated by the owners of United Pumping Service who has been among the forerunners in hazardous waste transportation since 1970 (53 years).

United Pumping Service, was the original firm who was contracted by Los Angeles County in 1998 to design and implement what was at the time the largest storm water remediation project in the United States when (15) cities were sued for noncompliance with the Clean Water Act. United Pumping Service's original storm water division was so successful and determined to lead the industry with storm water solutions, that there was a high need for the establishment of a specialized company, hence the beginning of United Storm Water.

These family owned and operated Minority Business Enterprises (MBEs) are experts in their fields, and are true pioneers in storm water management and environmental remediation.

Capabilities

United Storm Water is a qualified firm having demonstrated experience and expertise including but not limited to:

- Storm Drain Inspection and Monitoring
- Conveyance System Maintenance
- Certified Contech Maintenance Provider
- Fabrication and Installation of BMPs (Filter Inserts, Automatic Retractable Screens, Connector Pipe Screens)
- Curb Stenciling
- Trash Quantification
- Hazardous Waste Removal

- Pond Maintenance
- COVID-19 Sanitizing Services
- 24-Hour Emergency Response

United) meets and exceeds the qualifications identified in the bid specifications:

- ✓ Have never been debarred by Federal, State, nor local government
- ✓ Have (24) years of experience performing city wide storm drain system maintenance work for public agencies
- ✓ Class A California contractor's license including the following specialty licenses:
 - HAZ- Hazardous Substance Removal
 - C21- Demolition
 - C27- Landscaping
 - C31- Traffic Control
 - C42- Sanitation System
- ✓ California Dept. of Industrial Relations Registration

Experience

United Storm Water has successfully performed services of a similar size and nature to that described in the RFP for numerous public agencies for (24) years including the various Gateway Region Agencies.

The most challenging and complex storm drain maintenance project that United Storm Water has participated in is for Caltrans District 7 where the United family of companies has provided services over various contract periods since 1998. United is required to field a minimum of (1) 4-man day crew and (6) 4-man night crews (approximately 30 people total on the night crew including Supervisors and Managers), for cleaning (8,500) catch basins within (75) work days. This work requires the activation of over (300) static lane closures on highways.

The largest individual catch basin retrofit project that United Storm Water has participated in was as a subcontractor for the Gateway Catch Basin Retrofit Project where United cleaned and retrofitted some (13,000) catch basins with Connector Pipe Screen devices for (15) cities located within the Gateway Region.

Examples of storm drain system maintenance projects performed for other public agencies within the past (5) years of a similar nature to that described in the RFP is included in the [References](#) section below.

References

Reference 1	Company	California Department of Transportation (CALTRANS) District 7
	Address	100 South Main Street, Los Angeles, CA 90012
	Contact Name	David Lawrence
	Phone Number	(213) 400-6781
	Email Address	david.lawrence@dot.ca.gov
	Project Name	On-Call As-Needed Drainage Structure Debris and Sediment Removal Analysis in Los Angeles and Ventura Counties
	Project Description	Drainage structure maintenance including (8,500) catch basins, (52) pump stations, including the removal of approximately 60,000 cubic yards of waste from channels, culverts, basins, and drainage ditches on a yearly basis.
	Duration of Project	2012-On Going
Reference 2	Company	City of Dana Point
	Address	33282 Golden Lantern, Dana Point, CA 92629
	Contact Name	Lisa Zawaski
	Phone Number	(949) 248-3584
	Email Address	lzawaski@DanaPoint.org
	Project Name	Storm Water Best Management Practices (BMP) Maintenance Services & As-Needed Spill Response
	Project Description	Cleanout of approximately four hundred twenty (420) catch basins and eight (8) CDS units including as needed storm drain cleaning three times yearly.
	Duration of Project	2018 – 2023; 2000 - 2017
Reference 3	Company	City of Long Beach
	Address	1651 San Francisco Ave., Long Beach, CA 90813
	Contact Name	Willie Owens
	Phone Number	(562) 570-2784
	Email Address	willie.owens@longbeach.gov
	Project Name	City Storm Drain System Maintenance
	Project Description	Storm drain structure cleaning including catch basins, pump stations, and inspection and cleaning of 5.5 miles of storm channels.
	Duration of Project	2005 - 2023
Reference 4	Company	City of Monterey Park
	Address	320 W. Newmark Avenue, Monterey Park, CA 91754
	Contact Name	Anthony Bendezu
	Phone Number	(626) 307-1320
	Email Address	ABendezu@MontereyPark.ca.gov
	Project Name	Catch Basin Maintenance Agreement
	Project Description	Perform inspection and maintenance services of all City owned catch basins and retrofitted County owned catch basins.
	Duration of Project	2023-Ongoing

Project Staffing

United Storm Water has all of the manpower and resources in place for providing reliable services as required by this RFP. The proposed individuals to be assigned to the various projects that will be individually contracted with interested Agencies include the following staff pool:

- Project Manager— Cesar Garcia
- Project Manager— Robert Hernandez
- Project Manager— Ramon Menjivar
- Project Manager— Daniel Perry Jr.
- Environmental Health & Safety Manager— Marisa Bishop
- Field Supervisors/Inspectors— Aron Angulo, Luis Juarez, Jose Ponce

Experience of Key Personnel and Project Responsibilities

Project Manager, Cesar Garcia (16-Years Experience)

Mr. Garcia joined United Storm Water in 2007 where he began as a Field Technician, moved up in the ranks to Field Supervisor, and was promoted to Sales Representative / Project Manager in 2021. While working in the field Mr. Garcia performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural BMPs (Automatic Retractable Screen Covers, Connector Pipe Screens, Storm Drain Filter Inserts), and maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters) under confined space procedures as applicable.

Mr. Garcia has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Garcia will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Cesar is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Garcia is always on-call 24-hours.

Project Manager, Robert Hernandez (16-Years Experience)

Mr. Hernandez joined United Storm Water in 2007 where he began as a Field Technician, moved up in the ranks to Field Supervisor, and was promoted to Sales

Representative / Project Manager in 2021. While working in the field Mr. Hernandez performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural BMPs (Automatic Retractable Screen Covers, Connector Pipe Screens, Storm Drain Filter Inserts), and maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters) under confined space procedures as applicable.

Mr. Hernandez has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Hernandez will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Robert is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Hernandez is always on-call 24-hours.

Project Manager, Ramon Menjivar (24-Years Experience)

With experience at United Storm Water since its inception in 1999, Mr. Menjivar entered his position as Senior Project Manager after advancing from (6) years of experience as a Field Technician, and (2) years of experience as BMP Fabrication and Installation Manager. In 2021 he was promoted to Sales Manager of the company.

Mr. Menjivar's management experience includes the organization of road closure permits, projects involving hazardous material remediation, pump house cleaning, sewer and storm drain cleaning, channel cleaning, and development and installation of United fabricated structural BMP devices. Mr. Menjivar is capable of managing multiple projects concurrently, and can take on projects of any size.

Mr. Menjivar has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and is also trained as a Contech Certified Maintenance Provider.

Mr. Menjivar will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Ramon is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Menjivar is always on-call 24-hours.

Project Manager, Daniel Perry Jr. (22-Years Experience)

Mr. Perry joined his family's business in 2001 where he was cross-trained through various departments ranging from Dispatch to Accounting, Sales, and he also worked as a Laborer and Driver in the field. He has 22-years of experience dealing with various types of hazardous and non-hazardous emergency response scenarios and has been trained to operate heavy equipment such as, Backhoe Loaders, Vactor Trucks, Vacuum Trucks and Roll-off Trucks. Combined with an education in Business Administration and Occupational Health and Safety, this experience has molded Daniel into a well-rounded Project Manager who is skilled at meeting the needs of any Client who requires environmental remediation services.

Mr. Perry's current responsibilities include those of Project Manager/Sales Representative and Occupational Health and Safety Trainer. Daniel's Project Management experience began in 2016 and includes the organization of road closure permits, projects involving hazardous material remediation, and planning city-wide catch basin cleaning and retrofit projects. With regard to safety he researches and conducts training programs for United's Field Personnel including yet not limited to HAZWOPER 8-hour annual refresher training, proper use of fall protection and personal protection equipment, and CPR and first aid. He is also skilled in inspecting and evaluating workplace environments, equipment, and field practices to ensure compliance and a safe working environment. To this end he has built a reputation as a dependable team member who is always willing to go the extra mile to get the job done in a safe and environmentally conscious manner.

Mr. Perry has received professional training in CPR and first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; Contech Certified Maintenance Provider; various worker occupational safety and health certifications; and has a Bachelor of Science degree in Business Administration.

Mr. Perry will have full responsibility for the contract(s) that are assigned to him and will coordinate with the Contracting Agency, and all other project team members to fulfill service requests. Daniel is thoroughly familiar with municipal storm drain systems, and the protocols, and expectations of public agencies. Mr. Perry is always on-call 24-hours.

Env. Health & Safety Manager, Marisa Bishop (8-Years Experience)

Mrs. Bishop joined her family's business in 2015 as Human Resources and Environmental Health and Safety (EHS) Assistant. After learning about the business and gaining interest in the environmental field she exhibited determination by obtaining the training and education necessary to eventually become United's EHS Manager. In this position she directs a proactive safety and

environmental program, and has participated in every sanitizing project performed by United (for public agencies and commercial facilities) since the outbreak of COVID-19 in 2020.

Mrs. Bishop has a B.S. Degree in Behavioral Science as well as professional training in the following environmental and construction related disciplines: OSHA 30-hour; OSHA 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; e-RAILSAFE training; and numerous OSHA Health and Safety Specialist Certifications.

Mrs. Bishop’s daily responsibilities are to improve the quality of safety and environmental management processes by following established regulations, policies, standards, and practices. Mrs. Bishop is always on-call 24-hours.

Aron Angulo, Field Supervisor (16-Years Experience)
Luis Juarez, Field Supervisor (17-Years Experience)
Jose Ponce, Field Supervisor (16-Years Experience)

Mr. Angulo, Mr. Juarez, and Mr. Ponce are seasoned Field Supervisors having (16) to (17) years of storm drain maintenance experience with United Storm Water. They have performed scheduled and emergency response storm drain cleaning and inspections, installation of United fabricated structural Best Management Practices (BMPs), maintenance of all varieties of structural BMPs (pump houses, CDS Units, StormCeptors, Vortex Units, compost filters and sand filters), lab packing, channel cleaning, and sanitizing services under confined space entry procedures as applicable.

United’s Field Supervisors are trained and medically monitored in accordance with O.S.H.A. Title 29 CFR 1910.120 to conduct tasks involving the handling of or exposure to hazardous materials, substances, or waste including: CPR; first aid; bloodborne pathogens; 40-hour HAZWOPER; confined space entry; traffic control per Caltrans standards; DOT certification; and e-RAILSAFE training.

These trained and experienced Field Supervisors will oversee all storm drain maintenance procedures. Having performed this work for multiple public agencies over the past (15) to (16) years, they are thoroughly familiar with municipal storm drain systems as well as the protocols and expectations required by public agencies. All Field Supervisors are always on-call 24-hours.

SECTION 5: CATCH BASIN PROPOSAL FORM

The rates provided include considerations for permits, mobilization, traffic control, catch basin inspection and debris clearing (excludes disposal), and documentation of services. All fees associated with transportation and disposal of the extracted waste

will be negotiated with the Contracting Agency separately based on the number of catch basins to be cleaned.

Per the RFP prevailing wage rates do not apply. Should the Department of Industrial Relations determine that prevailing wage rates do apply for the contracted work a change order will be issued to additionally compensate United for all personnel and operated equipment.

United Storm Water will enter into contracts with individual municipalities wishing to accept its pricing and terms. **The unit rates provided will be charged every time each catch basin is serviced (concurrent inspection/cleaning or separate inspection event).** The term of the agreement will be for (3) years from the date of acceptance.

SECTION 6: ADDED VALUE

The Contracting Agency may request United Storm Water to perform extra services not covered in the RFP at a cost that is mutually agreed upon by both parties in writing. Such services may include yet are not limited to the following:

- Disposal of extracted catch basin waste
- As needed repair or replacement of existing BMPs that are installed within the Contracting Agency's City
- Catch basin retrofit for installing trash excluder devices such as Wing-Gate Automatic Retractable Screen Covers, Connector Pipe Screens, and/or DrainPac Storm Drain Filter Inserts
- Cleaning (scheduled or emergency response) of any storm water conveyance system that is not defined in the scope of work of this RFP
- Catch basin stenciling
- Trash quantification
- Closed circuit television (CCTV) pipeline inspection

ATTACHMENTS

- Catch Basin Cleaning Cost Proposal Form



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR MUNICIPAL STORM SEWER CATCH BASIN CLEANING (RFP 2023-01)

CATCH BASIN CLEANING COST PROPOSAL FORM

Company Name and Address:

United Storm Water, Inc.

14000 E. Valley Blvd.

Industry, CA 91746

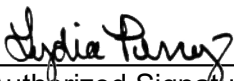
Proposal pricing shall be based on a per catch basin costs and shall include the following work to be performed:

Each Company shall inspect at regular intervals and clear all debris in catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract a minimum of one time between May 1 and September 30 of each year. In addition, the Company shall perform one inspection of all catch basins within the jurisdiction of the Contracting Agencies with which the Company has entered into a contract during the months of October, January, and April. The Los Angeles MS4 Permit requires trash capture inserts be cleaned at regular intervals to maintain efficiency. The Company shall not perform repair, maintenance or other work that would require a Contractor's License or the payment of prevailing wages. The Company shall report to the appropriate Contracting Agency any damaged catch basin screens and missing stenciling requirements. The Company shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the appropriate Contracting Agencies within twenty-four (24) hours of discovery.

The Company shall be responsible for developing and implementing traffic control procedures in accordance with California Manual on Uniform Traffic Control Devices (latest addition). The Contracting Agency may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The Company shall take a photo documenting the before and after conditions of all debris cleaning, from the same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 MP in quality, in .jpg format, labeled such that it is easy to identify each catch basin location and submitted with the invoice to the appropriate Contracting Agency.

Proposal prices shall be guaranteed.

Description	Quantity	Unit	Unit Price	Total
ARS Catch Basin	1,000	each	\$ 42.00	\$ 42,000.00
CPS Catch Basin	9,500	each	\$ 42.00	\$ 399,000.00
ARS & CPS Catch Basin	4,000	each	\$ 42.00	\$ 168,000.00
Non-retrofitted Catch Basin	3,000	each	\$ 42.00	\$ 126,000.00
Total				\$ 735,000.00


Authorized Signature

8/18/2023
Date



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

September 14, 2023

AGENDA ITEM 7 – Integrated Regional Water Management Plan (IRWMP) Proposition 1 Round 2 Grant

SUMMARY

The Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1) provides grant funds for projects included in an adopted Integrated Regional Water Management Plan (IRWMP). For the Gateway Region's IRWM projects, the Los Angeles County Flood Control District (LACFCD) has been designated as the regional entity to apply for grants on behalf of all proposed projects for the Region through the IRWM Process.

GWMA submitted a regional project for funding which was ultimately selected. The project is the Regional Recycled Water Expansion Project (Project) which includes the cities of Downey and Bell Gardens for a total grant amount of \$3,372,600.

DISCUSSION

GWMA must enter into a Memorandum of Understanding (MOU) with LACFCD to serve as the Local Project Sponsor by which GWMA will receive a total grant of Three Million Three Hundred Seventy-Two Thousand Six Hundred Dollars. This amount will be distributed amongst two subrecipient templates in the following manner:

Downey

The city's earmarked portion of the grant funds are \$814,800 to construct 1,900 linear feet of pipeline within its jurisdiction to extend the recycled water service and provide water for irrigation of parts serving disadvantaged communities (Sub-Project). The total cost of the Sub-Project is estimated to \$1,410,444. The city will provide a cost match of \$595,644 made up of in-kind contributions and Safe Clean Water Program funds.

Bell Gardens

The city's earmarked portion of the grant funds are \$2,557,800 to construct 6,000 linear feet of pipeline within its jurisdiction to extend the recycled water service and provide water for irrigation of parts serving disadvantaged communities (Sub-Project). The total cost of the Sub-Project is estimated to be \$2,607,800. The city will provide a cost match of \$50,000 of its own funds.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

FISCAL IMPACT

GWMA's administrative costs of 3.5% of the requested grant amount are included in the project budget and will be collected within 30 days of the effective date of the subrecipient agreements.

GWMA's legal counsel prepared both subrecipient agreements and has reviewed the draft MOU between GWMA and LACFCD. It is staff's expectation that final reviews and comments by all parties will be non-material and subject to final legal counsel approval.

RECOMMENDATION

- a. Approve the MOU between the LACFCD and GWMA and authorize the Executive Officer to make non-material changes to the MOU in consultation with Legal Counsel, if needed.
- b. Authorize the Chair to sign the MOU between the LACFCD and GWMA.
- c. Approve the Subrecipient Agreements with the City of Downey and the City of Bell Gardens for implementation of the Regional Recycled Water Project, contingent upon non-material changes authorized by the Executive Officer and approved by Legal Counsel.
- d. Authorize the Chair to sign the final Subrecipient Agreements.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
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With Technical Support From The Sanitation Districts Of Los Angeles County

MEMORANDUM OF UNDERSTANDING [DRAFT]

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 **GATEWAY WATER MANAGEMENT AUTHORITY** (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): Regional Recycled Water Expansion Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$3,372,600.00**.

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 IRWM Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), amended in 2017, and approved on May 19, 2020 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, is attached hereto and incorporated herein as Attachment A): Amigos De Los Rios, City of Burbank, City of Calabasas, City of Malibu, City of Manhattan Beach, City of South Gate, City of Torrance, County of Los Angeles Public Works (two projects), Gateway Water Management Authority, Las Virgenes Municipal Water District, Los Angeles Department of Water and Power, Los Angeles Neighborhood Land and Trust, The Nature Conservancy, Valley County Water District, and West Basin Municipal Water District, and (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 Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) 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 seventeen (17) 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 \$3,372,600.00. 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 **\$5,012.60** 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 **\$151,767.00** to 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 month 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 **\$151,767.00**, 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 **\$3,220,833.00** 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 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) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers 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 arising from or relating to: LACFCD's active negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. 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.
- (3) 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.
- (4) 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 (6) 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 (7) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) 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 (8) 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:
Grace Kast, Executive Officer
Los Angeles Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, California 90723
 - 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) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) 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.
- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (10) 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.
- (11) 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) NEGATION 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 _____, 2023, and by the LACFCD on _____, 2023.

By _____
MARK PESTRELLA, PE
Chief Engineer
Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy
Date _____

GATEWAY WATER MANAGEMENT AUTHORITY

ATTEST:
By _____
Adriana Figueroa
Chair
Date _____

APPROVED AS TO FORM:
NICHOLAS GHIRELLI
Legal Counsel

By _____
Date _____

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF
BELL GARDENS AND THE LOS ANGELES GATEWAY
REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated [REDACTED], 2023 (“Effective Date”) and is between the City of Bell Gardens, a California municipal corporation (“Subrecipient”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

RECITALS

A. The Los Angeles County Flood Control District (“District”) is the regional entity designated to apply for grant funds under the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), which authorizes Five Hundred and Ten Million Dollars (\$510,000,000) for projects included in an adopted Integrated Regional Water Management Plan (“IRWMP”) pursuant to Water Code Section 79740, et seq., Regional Water Security, Climate, and Drought Preparedness.

B. The District has entered into a certain Proposition 1 Integrated Regional Water Management Implementation Grant Agreement dated [REDACTED], 2023 (“IRWM Grant Agreement”) with the California Department of Water Resources (“DWR”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which the District will receive a maximum of Twenty Million Three Hundred Thirty-Five Thousand Dollars (\$20,335,000) for several projects included in the Greater Los Angeles County Region IRWMP.

C. As part of the IRWM Grant Agreement, GWMA is designated as the implementing agency for the Regional Recycled Water Expansion Project (“Project”), for which the IRWM Grant Agreement designates a total grant amount of Three Million Three Hundred Seventy-Two Thousand Six Hundred Dollars (\$3,372,600).

D. Subrecipient will be allocated Two Million Five Hundred Fifty-Seven Thousand Eight Hundred Dollars (\$2,557,800) (“Grant Funds”) from the total grant amount for Subrecipient to construct and implement Subrecipient’s share of the Project by constructing approximately 6,000 linear feet of pipeline within its jurisdiction to extend the recycled water service and provide water for irrigation of parts serving disadvantaged communities (“Sub-Project”).

E. The District will administer the Grant Funds and submit documentation required under the IRWM Grant Agreement, on behalf of GWMA and Subrecipient, for which District will be reimbursed.

F. GWMA has entered into a certain Memorandum of Understanding with the District dated [REDACTED], 2023, attached hereto as Exhibit “B” and incorporated herein as though

set forth in full, to clarify their respective responsibilities with respect to the Grant Funds and the IRWM Grant Agreement (“District MOU”).

G. The purpose of this Agreement is to memorialize Subrecipient’s responsibilities as a subrecipient of grant funds under the IRWM Grant Agreement and the District MOU.

H. Subrecipient understands and acknowledges that it is committing to install a specific amount of pipeline to extend the recycled water service and provide water for irrigation of parks serving disadvantaged communities by providing additional potable water offsets to the region and ensuring that these public open spaces can continue to support their communities.

The parties therefore agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Implementation of Sub-Project. Subrecipient shall construct and maintain the Sub-Project in accordance with the Work Plan and Schedule set forth in Exhibit A of the IRWM Grant Agreement and the Budget attached hereto as Exhibit “C” and incorporated herein as though set forth in full, consistent with the Subrecipient’s public project bidding procedures and requirements. Subrecipient shall act on GWMA’s behalf for purposes of management, oversight, compliance, operations and maintenance of the Sub-Project in accordance with this Agreement, the District MOU, and the IRWM Grant Agreement. Subrecipient shall immediately notify GWMA of events or proposed changes that could affect the scope, budget or work performed under this Agreement. Subrecipient shall not undertake any substantial change in the scope of the Sub-Project until Subrecipient has provided written notice of the proposed change to GWMA and the District and DWR have given written approval of the change.

1.2 Commitment to Cost-Share. The total cost of the Sub-Project is estimated to be Two Million Six Hundred Seven Thousand Eight Hundred Dollars (\$2,607,800). Subrecipient shall invest a minimum of Fifty Thousand Dollars (\$50,000) of its own funds, which constitutes approximately 1.9 Percent of the total cost of the Sub-Project, to the Sub-Project, in accordance with the IRWM Grant Agreement. Subrecipient shall document and submit documentation reflecting the Subrecipient’s internal costs and total Sub-Project costs to GWMA to demonstrate the Subrecipient’s required cost share obligations under this Agreement prior to GWMA reimbursing the Subrecipient.

1.3 Professionals. Subrecipient shall only use licensed professional to perform services under this Agreement where such professional services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain a statement of the qualifications of the responsible registered professional(s). Completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

1.4 Subrecipient's Responsibility for Sub-Project Work. Subrecipient shall be responsible for all Sub-Project work and for persons or entities engaged in work performed pursuant to this Agreement, including contractors, subcontractors, suppliers and providers of services. Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Sub-Project, including payment disputes with contractors and subcontractors. Neither GWMA, DWR, nor the District will mediate disputes between Subrecipient and any other entity concerning responsibility for performance of work.

1.5 Prevailing Wages and Labor Compliance. Subrecipient shall 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. Subrecipient affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against certifies that it has a Labor Compliance Program ("LCP") in place or has contracted with a third party that has been approved by the Director of the California Department of Industrial Relations to operate an LCP. Subrecipient shall cause any contractor performing Sub-Project construction work to furnish a performance bond in favor of Subrecipient in an amount and a form as set forth in Section D.30 of the IRWM Grant Agreement.

1.6 Use of DWR Funds. Subrecipient shall use the Subrecipient Grant Funds solely for the construction of pipeline and the implementation of the Sub-Project pursuant to the terms and conditions of this Agreement and the applicable terms and conditions of the District MOU and the IRWM Grant Agreement. The Subrecipient Grant Funds shall be used solely to reimburse actual direct costs incurred by Subrecipient that have been paid by or are due and payable by Subrecipient to implement the Sub-Project. Subrecipient shall not use the Subrecipient Grant Funds for any costs identified in Section 7 of the IRWM Grant Agreement or "Indirect and General Overhead," as defined in Exhibit A of the IRWM Grant Agreement.

1.7 Compliance with District MOU and IRWM Grant Agreement. Subrecipient shall act on GWMA's behalf in the fulfillment of GWMA's responsibilities under the District MOU and the IRWM Grant Agreement where specified in the District MOU and the IRWM Grant Agreement, respectively. Subrecipient hereby acknowledges it is familiar with and agrees that it shall comply with all grantee responsibilities and requirements under and in accordance with the District MOU and the IRWM Grant Agreement.

1.8 Audited Financial Statements. Subrecipient shall demonstrate the availability of sufficient funds to complete the Sub-Project by submitting the most recent three (3) years of audited financial statements to GWMA for submission to the District and the DWR.

1.9 Compliance with CEQA. Subrecipient's activities supported by the Grant Funds are projects under the California Environmental Quality Act ("CEQA"). Subrecipient shall comply with CEQA requirements in the implementation of the Sub-Project. Subrecipient's work on the Sub-Project shall not commence until the DWR has reviewed and given environmental clearance to Subrecipient's CEQA documentation submitted by Subrecipient to GWMA in accordance with the IRWM Grant Agreement. Subrecipient's commencement of Sub-Project work that is subject to CEQA without environmental clearance by the DWR shall constitute a breach of a material provision of this Agreement.

1.10 Approvals, Entitlements and Permits. If public agency approvals, entitlements or permits are required for implementation of the Sub-Project, Subrecipient shall obtain such approvals, entitlements and permits and submit signed copies of the same to GWMA prior to commencement of Sub-Project work. If the Sub-Project is carried out on lands not owned by Subrecipient, Subrecipient shall obtain adequate rights-of-way for the useful life of the Sub-Project. As defined in the IRWM Grant Agreement, “useful life” means any period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented. Review or approval of Sub-Project applications, documents, permits, plans and specifications or other Sub-Project information by the DWR is for administrative purposes only and does not relieve Subrecipient of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Sub-Project.

1.11 Compliance with Urban Water Management Planning Act. Subrecipient certifies that the Sub-Project complies with the Urban Water Management Planning Act., to the extent applicable (Cal. Water Code, § 10610 et seq.).

1.12 For the useful life (as defined above) of the Sub-Project, Sub-Recipient shall maintain the Sub-Project in a good and efficient condition and shall effectuate all repairs, renewals, and replacements necessary to its efficient operation upon its construction, ordinary and reasonable wear and tear excepted. This Section 1.12 shall survive the expiration or earlier termination of this Agreement.

1.13 LACFCD Administrative Fee. Subrecipient agrees to allow District to be reimbursed by DWR in an amount not to exceed One Hundred Fifteen Thousand One Hundred One Dollars (\$115,101), which represents 4.5 percent of Subrecipient’s requested grant amount, for grant administrative costs, management, and project oversight efforts with respect to the IRWM and Grant Agreement and MOU requirements, which has been subtracted from the Subrecipient’s requested grant amount, as reflected in Exhibit B of the Grant Agreement. Subrecipient thereby agrees that it will be reimbursed Two Million Four Hundred Forty-Two Thousand Six Hundred Ninety-Nine Dollars (\$2,442,699) by GWMA under this Agreement, consistent with and subject to the provisions of Section 2 of this Agreement.

1.14 GWMA Administrative Fee. Within thirty (30) days of the Effective Date, Subrecipient shall pay to GWMA an administrative fee in the amount of Eighty-Nine Thousand Five Hundred Twenty-Three Dollars (\$89,523), which represents 3.5 Percent of the requested grant amount, for GWMA staff administrative costs with respect to IRWM Grant Agreement and MOU requirements.

2. DISBURSEMENT OF FUNDS

2.1 Maximum Amount of Funds. Upon compliance with the requirements set forth in this Agreement, GWMA shall reimburse Subrecipient an amount not to exceed Seven Hundred Seventy-Eight Thousand One Hundred Thirty-Four Dollars (\$778,134), which shall constitute GWMA’s full obligation to Subrecipient, unless GWMA receives additional funds from the DWR and/or District for the completion of the Sub-Project. If the funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-Grant Funds necessary to complete the Sub-Project. Reimbursement, if any, by GWMA is conditioned upon receipt of such

funds by GWMA from the DWR and obtaining all required approvals from the DWR, including environmental clearances. If the Grant Funds are not forthcoming from the DWR for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds.

2.2 Cost Overruns. At no time shall GWMA or a non-participating GWMA member be liable for any cost associated with the Project, including the Sub-Project. In the event that the Grant Funds are not forthcoming from the DWR for any reason, or if the Funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way, neither GWMA nor the GWMA members that are not named as the Subrecipient under this Agreement shall be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the Grant Funds are not forthcoming for any reason, or in the event that the Funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way.

2.3 Method of Payment. GWMA shall make reimbursements to Subrecipient upon Subrecipient's submittal of, and GWMA's approval of: (i) a detailed invoice for Sub-Project costs incurred containing the information required in Section 8 of the IRWM Grant Agreement, and supporting documentation; (ii) deliverables, as specified in Section 14 and Exhibits A and F to the IRWM Grant Agreement; (iii) the plans, specifications, environmental documentation and monitoring plan described in Section 5 of the IRWM Grant Agreement; (vi) evidence of compliance with the groundwater compliance options set forth on Exhibit G of the IRWM Grant Agreement; and (v) any other materials required by the IRWM Grant Agreement or District MOU. Subrecipient may submit reimbursement requests to GWMA only on a quarterly basis in January, April, July or September in each year for the term of this Agreement. Payments to the Subrecipient shall be subject to the retention requirements set forth in Section D.36 of Exhibit D of the Grant Agreement. GWMA shall not make the last reimbursement payment to Subrecipient until Subrecipient has shown it has completed the Sub-Project as set forth in Section 1.1 of this Agreement. To the extent the Funds actually have been received from LACFCD, GWMA shall pay Subrecipient for all expenses stated on the invoice, which are approved by GWMA pursuant to this Agreement no later than forty-five (45) days after receipt of payment from LACFCD provided the reports are also timely submitted and approved.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. Subrecipient shall proceed with and complete the Sub-Project in an expeditious manner.

3.2 Schedule of Performance. Upon DWR's written authorization of the Sub-Project, Subrecipient shall commence, prosecute and complete the Sub-Project as detailed under Section 1.1 of this Agreement within the time periods established in the Work Plan and Schedule in the IRWM Grant Agreement, unless extensions of such time periods have been approved in writing by GWMA. Subrecipient shall complete the Sub-Project no later than June 30, 2025.

3.3 Term. This Agreement shall commence on the Effective Date and, except as otherwise provided, shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 7.3 of this Agreement: (i) the entirety of the Sub-Project has been completed, (ii) all audits and reports have been submitted by Subrecipient to GWMA

pursuant to the IRWM Grant Agreement and the District MOU and (iii) District has released final disbursement to GWMA and Subrecipient has received final disbursement of the Grant Funds from GWMA pursuant to this Agreement, plus three years.

3.4 Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall transfer to GWMA: (i) any and all Grant Funds on hand that Subrecipient is not already obligated to pay to others for the Sub-Project; and (ii) any accounts receivable attributable to the use of the Grant Funds that Subrecipient is not already obligated to pay to others for the Sub-Project.

4. COORDINATION OF WORK

4.1 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the City Manager of the City of Bell Gardens or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by the Bell Gardens City Council.

4.2 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the GWMA Board of Directors.

4.3 Independent Contractor. Subrecipient is and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers' compensation laws.

5. MANDATORY LIABILITY COVERAGE

5.1 Coverage. Throughout the useful life of the Sub-Project, Subrecipient shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the Sub-Project constructed pursuant to this Agreement.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by joint risk pool as accepted by GWMA's Executive Officer, that shall provide that no cancellation, major change in coverage,

expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days' written notice to GWMA and the DWR prior to the effective date of such cancellation or change in coverage.

5.3 Additional Insurance Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, DWR, and District, and each of their officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. This insurance shall be issued by a company or companies admitted to transact business in the State of California. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Project to obtain liability coverage at least as comprehensive as required under this Section 5 of this Agreement and shall require GWMA, DWR, and District and their officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

5.5 Use of Insurance Proceeds. In the event of any damage to or destruction of the Sub-Project or any larger system to which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Sub-Project or its larger system. Subrecipient shall begin such reconstruction, repair or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

6. REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

6.1 Reports. Subrecipient shall prepare and submit detailed invoices regarding the Sub-Project to GWMA on a quarterly basis. Subrecipient shall prepare and submit progress and project reports to GWMA as required under the IRWM Grant Agreement. GWMA shall prepare and submit regional progress and project reports to the DWR to fulfill the GWMA's reporting obligations under the IRWM Grant Agreement. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the IRWM Grant Agreement, including, if applicable, the reporting requirements specified in Exhibit F of the IRWM Grant Agreement.

6.2 Audits and Records. GWMA, the DWR, the District, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing may review and copy any records and supporting documentation pertaining to the performance of this Agreement. DWR, at its option, may call for an audit of financial information relative to the Sub-Project, where DWR determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of Subrecipient and at Subrecipient's cost. The audit shall be in the form required by DWR. Subrecipient shall maintain such records for a possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subrecipient shall allow the auditor(s) access to such records during normal business hours and allow interviews of any

employees who might reasonably have information related to such records. Further, Subrecipient shall include a similar right of GWMA, District, and the State of California to audit records and interview staff in any contract related to performance of this Agreement.

6.3 Records. Without limiting the requirement in Section 9.3 of this Agreement to maintain Sub-Project accounts in accordance with generally accepted accounting principles, Subrecipient shall:

(a) Establish an official file for the Sub-Project that adequately documents all significant actions relative to the Sub-Project;

(b) Establish separate accounts that adequately and accurately depict all amounts received and expended on the Sub-Project, including all portions of Funds received under this Agreement;

(c) Establish separate accounts that adequately depict all income received that is attributable to the Sub-Project, especially including any income attributable to portions of Funds disbursed under this Agreement;

(d) Establish an accounting system that will adequately depict final total costs of the Sub-Project, including both direct and indirect costs;

(e) Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(f) If a Force Account is used by Subrecipient for any phase of the Sub-Project, establish an account that documents all employee hours and associated tasks charged to the Sub-Project per employee.

6.4 Inspections. The DWR, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Sub-Project sites at all reasonable times during Sub-Project implementation and thereafter for the useful life of the Sub-Project to ascertain compliance with the IRWM Grant Agreement and its goals.

7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Subrecipient shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

7.2 Assignment. Subrecipient shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

7.3 Termination. GWMA may terminate this Agreement if GWMA receives notice from the DWR or District that the IRWM Grant Agreement has been terminated by giving written notice to Subrecipient. In the event of the DWR's termination of the IRWM Grant Agreement upon the violation by GWMA, Subrecipient or any other GWMA Member subrecipient of any material provision of the IRWM Grant Agreement, Subrecipient shall, upon demand, immediately repay to the DWR an amount equal to the Subrecipient IRWM Grant Funds distributed to Subrecipient prior to such termination. In the event of such termination, interest shall accrue on Subrecipient's amounts due at the highest legal rate from the date that notice of termination is mailed to GWMA from the DWR to the date Subrecipient's full repayment.

7.4 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.5 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.7 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

7.9 Damages for Breach Affecting Tax Exempt Status. In the event that any breach of any of the provisions of this Agreement by Subrecipient results in the loss of tax exempt status for any state bonds, or such breach results in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, Subrecipient shall immediately reimburse the DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

8. INDEMNIFICATION

8.1. Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA, the DWR, and the State (collectively, the “Indemnitees”) harmless from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, arising out of, resulting from or in any way connected with (1) the Sub-Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction of the Sub-Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement and any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Section 13304 of California Water Code and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Sub-Project site(s); or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by Subrecipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Subrecipient shall pay and discharge any judgment or award entered or made against the Indemnitees with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this Section 8.1 shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Computer Software. Subrecipient certifies that it has appropriate systems and controls in place to ensure that the Subrecipient Grant Funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9.2 Conflict of Interest. Subrecipient certifies that it is in compliance with applicable state and federal conflict of interest laws.

9.3 Fiscal Management Systems and Accounting Standards. Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of the Subrecipient Grant Funds to a level of expenditure adequate to establish that the Subrecipient Grant Funds have not been used in violation of state law, this Agreement, the District MOU, or the IRWM Grant Agreement. Subrecipient shall maintain separate Sub-Project accounts in accordance with generally accepted accounting principles.

9.4 Nondiscrimination. During the performance of this Agreement, Subrecipient and its consultants and contractors shall not unlawfully discriminate, harass or allow harassment

against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Subrecipient and its consultants and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its consultants and contractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Regs., tit. 2, § 11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations, are incorporated into this Agreement by this reference and made a part hereof as if set forth in full. Subrecipient and its consultants and contractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any. Subrecipient shall include the nondiscrimination and compliance provisions in this Section 9.4 in all subcontracts to perform Sub-Project work under this Agreement. Subrecipient's failure to carry out the requirements set forth in this Section 9.4 and applicable requirements in Part 33 of Title 40 of the Code of Federal Regulations is a breach of a material provision of this Agreement that may result in its termination.

9.5 Discovery of Potential Archeological or Historical Resources. Should potential archeological or historical resources be discovered during implementation of the Sub-Project, all Sub-Project work in the area shall cease until (1) a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources and (2) the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. Subrecipient shall implement appropriate actions as directed by the Division.

9.6 Discovery of Unexpected Endangered or Threatened Species. Should federal or state protected species, as defined in the federal and state Endangered Species Acts, be unexpectedly encountered during implementation of the Sub-Project, Subrecipient shall promptly notify GWMA. This notification is in addition to Subrecipient's obligations under the federal and state Endangered Species Acts.

9.7 Rights in Data. All data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes and other written or graphic work produced in the performance of this Agreement shall be in the public domain. Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgment of credit to the DWR for financial support. Subrecipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

9.8 Travel and Per Diem. If allowed, any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. Reimbursement shall be at the state travel and per diem amounts that are current as of the date costs are incurred by Subrecipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the DWR' Grant Manager.

9.9 Notices.

(a) Subrecipient shall notify GWMA prior to conducting construction, monitoring, demonstration or other implementation activities such that GWMA, District, and/or DWR staff may observe and document such activities.

(b) Subrecipient shall promptly notify GWMA in writing of completion of work on the Sub-Project and for any reasons stated in Section 18 of the IRWM Grant Agreement.

(c) Subrecipient shall promptly notify GWMA in writing of any cessation of all major construction work on the Sub-Project where such cessation of work is expected to or does extend for a period of thirty (30) calendar days or more and of any circumstance, combination of circumstances, or condition, that is expected to or does delay completion of construction for a period of ninety (90) calendar days or more beyond the estimated date of completion of construction previously provided.

(d) Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Subrecipient's and GWMA's regular business hours; or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 9.9(d). All notices shall be delivered the parties at the following addresses:

To GWMA:	Attn: Grace J. Kast, Executive Officer Gateway Regional Water Management Authority 16401 Paramount Boulevard Paramount, California 90723
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To Subrecipient:	Attn: City Manager City of Bell Gardens 7100 Garfield Ave. Bell Gardens, California 90201
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9.10 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.11 Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

9.12 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.13 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels

any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.14 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.15 Exhibits; Precedence. Exhibits A, B, and C are incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A, B, and C, the provisions of this Agreement shall prevail, except that all state grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.16 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this Agreement on the date stated in the introductory clause.

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,

City of Bell Gardens,
a California municipal corporation

a California Joint Powers Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
IRWM GRANT AGREEMENT

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

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 May 6, 2023 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 December 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2028
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$20,335,000.
- 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.** 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):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice (\$0 Invoices are acceptable) and all invoice backup documentation. 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".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. 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.
 - ii. 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 permits, as indicated on the Environmental Information Form to the State,

- b) All 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 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.

iii. 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 May 5, 2023 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 (e.g., bridge loans).
- 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. 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.
- M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 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 <choose one: quarterly/monthly>, 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:
- 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.
 - 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).
 - 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.
 - 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: P.O. Box 942836 Sacramento, CA 94236.
- vi. .

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 Standard Condition 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 Standard Condition 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:

- A. 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.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. 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 2022 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 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant 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 2022 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 2022 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

<Grantee agency/company Name>

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<Grantee agency/company Name>

Pavel Zakusilo
Engineer
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 651-9254
Email: Pavel.Zakusilo@water.ca.gov

<Grantee Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

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 and Cost Share Guidelines 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

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

EXHIBIT A
WORK PLAN

PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: Los Angeles County Flood Control District (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

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

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Regional Recycled Water Expansion Project

IMPLEMENTING AGENCY: Gateway Water Management Authority

PROJECT DESCRIPTION: The project const approximately 6,000 linear feet of pipeline to the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey to extend the recycled water service and provide water for irrigation of parks serving disadvantaged communities. Together, these facilities will bring 82 acre feet (AF) of potable water offsets to the region at a critical time during Southern California's drought and ensure that these public open spaces can continue to support their communities.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Introduction and use of recycled water at Furman Park in the City of Downey for landscape irrigation purposes was included as part of the Feasibility Study conducted for Furman Park as part of Measure W Safe, Clean Water Program Furman Park Stormwater Capture and Infiltration Project. The City of Bell Gardens also completed studies to verify feasibility for installing recycled water main extensions at Veterans Park and Suva Elementary School.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Downey Public Works Encroachment Permit, State Water Resources Control Board Division of Drinking Water Recycled Water Main Plan Approval, Los Angeles County Flood Control District Water Discharge Permit, Los Angeles County Sanitation District Waste Discharge Permit, and Los Angeles County Department of Public Health Recycled Water Plan Approval.

Deliverables:

- Permits as required

Task 7: Design

100% Design Plans and Specifications have been completed for both the City of Bell Gardens and City of Downey components.

Deliverables:

- 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: For the City of Downey, mobilization and demobilization will include securing a staging area, mobilization of construction equipment, delivery of approved construction materials, and delivery of sanitary facilities for construction staff. For the City of Bell Gardens, it will include securing a staging area, mobilization of construction equipment, installation of advance warning changeable message signs indicating construction ahead, expect traffic delays, delivery of approved construction materials, and delivery of sanitary facilities for construction staff.

11(b): Site preparation: For the City of Downey, site preparation will include installation of traffic control and pedestrian signage, posting of No Parking signage, construction surveying, and saw cutting of interfering asphalt and concrete. For the City of Bell Gardens, site preparation will include two (2) weeks advance written notice to residents, tenants, businesses impacted by construction activities, two (2) day notice to residents, tenants and businesses impacted by construction as No Parking signs are installed along with traffic control and pedestrian signage, construction surveying, saw cutting of applicable interfering asphalt and concrete, temporary striping as required.

11(c): Construction: the project will extend recycled water service by constructing approximately 6,000 linear feet of pipeline in the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey. Work shall include but not be limited to installation of new recycled water main, water service lines, meters and boxes; installation of gate valves, thrust blocks, and fittings, onsite recycled water service lines, and other associated facilities; abandonment and removal of existing potable water service lines, connections, and meters; clearing and grubbing; trenching, backfilling and compacting; asphalt concrete (AC) pavement reconstruction; reconstruction of miscellaneous Portland cement concrete improvements, landscaping, irrigation, and other existing improvements disturbed during the course of construction; traffic control; and all labor, tools, materials, equipment, and appurtenant work necessary for the proper construction of the contemplated improvements, in accordance with Plans and Specifications.

Retrofit work shall include installation of recycled water identification and signage, cross connection testing in coordination with Los Angeles County Department of Public Health (LAC DPH) requirements, and final connection and approval of recycled water use at the associated sites.

Deliverables:

- Photographic Documentation of Progress

Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

IMPLEMENTING AGENCY: City of South Gate (City's)

PROJECT DESCRIPTION: The project will replace approximately 7,000 feet of 1950's cast iron mains with new water mains in Zone 12 of the City's distribution system. The City will pressure test, disinfect, and conduct bacteriological testing. The project will provide 50 acre feet per year of improved water quality with the water main replacements and increase operational efficiency for the entire water system. As a part of this project, the City is partnered with community-based organizations to engage and educate the community on steps being taken to help address discoloration issues within the system.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 project is part of the City of South Gate Water Master Plan 2019. Replacement of these mains was recommended in the City of South Gate Water Master Plan 2019 within a 5-year time frame based on the capacity and main break evaluation.

Deliverables:

- City of South Gate Water Master Plan 2019

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Plan review for a main separation waiver from the State Water Resources Control Board, Division of Drinking Water and a no fee excavation permit from the Public Works Department at the commencement of construction.

Deliverables:

- Permits as required

Task 7: Design

The City is completing design of a set of the Zone 12 water main replacements, with 100% Design Plans and 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/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 will include bringing and setting up the necessary equipment to the site. Equipment will include trucks, machines, tools, and workers to the site. Required equipment and materials for project materials will be mobilized.

11(b): Site preparation will include establishing where pipelines or mains to be replaced are located and marked to verify exact coordinates. Pot-hole existing utilities. Notification to public.

11(c): Construction will include excavation to access, remove and replace existing pipes. Installation of new water mains, pressure testing, disinfecting, and conducting a bacteriological test. Improvements will be made to the site including replacing undersized or leaking water mains, and unlined cast iron pipes that have deteriorated. Coordinate shutdowns. Pipeline replacements are being coordinated with road resurfacing efforts in order to improve the overlying road after replacing the water main.

11(d): Engagement will include working with community-based organizations to conduct community engagement for the project. Activities may include hosting community workshops, supporting the development and use of educational materials, door-knocking outreach to residents, and engaging with schools. These activities will help community members learn about local water supplies, understand water quality, and be aware of the work being done to improve South Gate's distribution system

Deliverables:

- Photographic Documentation of Progress
- Outreach and Engagement materials (e.g., workshop summaries, educational materials, etc.)

Project 3: Las Virgenes Creek Restoration Project Phase III

IMPLEMENTING AGENCY: City of Calabasas

PROJECT DESCRIPTION: The project will provide flood protection benefits by removing fish barriers and other obstructions, stabilizing banks, and restoring the riparian understory that will culminate in the creation of 27 acres of hydrodynamic creek bed that will mitigate the severity of major flood events. The project will also provide ecosystem and habitat restoration benefits by restoring the 1.5 mile site, or approximately 27 acres cleared of burned and broken trees. Over 400 linear feet of bank will be established through bio-engineering methods. It is estimated that the project will enhance 13.8 acre-feet per year (AFY) of natural water resource.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 feasibility study is currently being prepared. The study will include hydrology and water quality flow rate, outfall BMP options, landscape and vegetation plans, and monitoring plan.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: California Department of Fish and Wildlife Lake or Streambed Alteration Agreement (Section 1600), United States Army Corps of Engineers Clean Water Act Section 404 Permit and Los Angeles Regional Water Quality Control Board 401 Water Quality Certification.

Deliverables:

- Permits as required

Task 7: Design

Concept and final designs have been developed for bank stabilization; storm drain outlet retrofit & plant rehabilitation.

Deliverables:

- 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, site preparation, and demobilization activities include transporting equipment and materials to and from the project site.

11(b): Implementation activities will include clearing burned and broken trees and the planting of new native oak trees in approximately 27 acres along the Las Virgenes Creek. Site restoration will include the removal of fish barriers and other obstructions, as well as restoration of riparian understory. Over 400 linear feet, almost 1.5 acres of bank, will be stabilized through bioengineering methods. Rip rap will be installed in front of 25 outlets and natural erosion control blankets will cover slopes that are in danger of failing.

Deliverables:

- Photographic Documentation of Progress

Project 4: Drought Resiliency Water Conservation Program

IMPLEMENTING AGENCY: Las Virgenes Municipal Water District

PROJECT DESCRIPTION: The project is a three-way partnership between Las Virgenes Municipal Water District (LVMWD), West Basin Municipal Water District (WBMWD), and Los Angeles County Public Works – Waterworks District #29 (Public Works), collectively known as the partners. The project will implement a regional water conservation program and will reduce water use by incentivizing the removal of approximately 110,000 square feet of turf and installing native and drought tolerant plants. Additionally, the project is estimated to provide 650 residential audits, 400 smart sprinkler timers, 135 flow monitoring meters, 450 drip irrigation kits, 400 rain barrels, 6 cisterns, and X firescaping classes. The project will conserve approximately 58 acre-feet per year (AFY) of potable water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Not applicable.

Deliverables: N/A

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: Implementation:

Implementation activities include:

- Turf Removal Rebates: The Partners will be adding additional turf removal funding in order to increase the current \$2 per square foot rebate to a \$5 per square foot rebate. Rebates will incentivize the removal of approximately 110,000 square feet of turf and installation of native and drought tolerant plants.
- Landscape Surveys (Audits): Both LVMWD and Public Works have active vendors that will provide approximately 650 landscape surveys as part of this project. The agencies will utilize the prior survey data to contact customers and offer the new project.
- Smart Sprinkler Timers and Installations: A licensed contractor will be hired to perform the installation and programming of approximately 400 smart sprinkler timers, per manufacturer specifications.
- Flow Monitoring Meters: LVMWD and Public Works will promote the Flow Monitoring Meters and provide approximately 135 of them to their customers. The agencies will utilize the data to alert residents of any possible leaks.
- Garden in a Box and Drip Irrigation Kits: The partners will coordinate to offer free landscape classes to educate residents about low water use plants and how to install drip irrigation systems. Approximately 450 kits will be provided to residents, and they will be required to install within 60 days and provide photographic proof.
- Rain Barrels: The partners will coordinate small one-day distribution events or will provide vouchers to qualifying residents with up to two (2) free or 50% cost share rain barrels. The project will provide approximately 400 rain barrels, which can hold up to 50 gallons.
- Cisterns: The partners will work with North Santa Monica Bay Watershed Coordinator (Watershed Coordinator) the Resource Conservation District of the Santa Monica Mountains (RCDSMM) and Accelerate Resilience LA (ARLA) to create a streamlined template process. The Watershed Coordinator has several sites ready for this project. They will help the Project Partners to work with the cities and L.A. County to obtain any required permits or inspections for approximately 6 larger cisterns.

Deliverables:

- Photographic Documentation of Progress
- Surveys, or Site visit reports (pre and post) to measure water use and confirm installations;
- Maps with geographic locations of program participants;
- Monthly water conservation savings report during active Program Period

Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

IMPLEMENTING AGENCY: City of Malibu

PROJECT DESCRIPTION: The project will construct the second phase of the Civic Center Water Treatment Facility (CCWTF), expanding the facility's capacity from 190,000 gallons to 350,000 gallons of wastewater per day. The project will also design and construct recycled water pump stations and the transmission mains needed to capture and deliver recycled wastewater to an additional ~445 properties. The project will provide approximately 179-acre feet per year of recycled water and will bolster the Malibu Valley groundwater basin against saltwater intrusion by discharging treated effluent directly into the basin.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 City of Malibu has prepared a Feasibility Study (Final Design Report).

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse in January of 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: South Coast Air Quality Management District (SCAQMD)- Rule 43 Fugitive Dust; Odor Control System; Stand-by Generator; United States Fish and Wildlife Service - Endangered Species Act Compliance; Los Angeles Regional Water Quality Control Board - National Pollutant Discharge Elimination System Construction; Discharges of Groundwater from Construction Dewatering to Surface Water; Discharges of Low Threat Hydrostatic Test Water to Surface Water; California Department of Water Resources - Encroachment Permit; and City of Malibu - Building Permit.

The following permits are anticipated to be acquired for this project: Los Angeles County- Encroachment Permit; Los Angeles Department of Public Works- Encroachment Permit; City of Malibu- Encroachment Permit; and City of Malibu- Building Permit

Deliverables:

- Permits as required

Task 7: Design

The Project is Phase 2 of the City of Malibu's planned expansion of the CCWTF. The Basis of Design report was completed in 2017. Design of Phase 2 was completed in February 2021. The design includes the expansion of the CCWTF collection system to approximately 450 homes and increase the capacity of the treatment plant from 191,000 gallons per day to 350,000 gallon per day.

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 <Add applicable detail>

11(b): Site preparation will include over excavation to provide stable excavation bottom, off-haul of export soils and unsuitable for fill materials.

11(c): Construct:

- Modifications and additions to existing pump stations, headworks, equalization basin, UV disinfection area, solids storage tank and blowers building, chemical area and membrane area.
- Install biological reactors, membrane equipment system, trojan UV disinfection equipment, site electrical and I&C, and solid thickening membrane equipment system.
- Install approximately 34,000 linear feet of pipeline throughout Malibu Colony, Serra Canyon, Surfrider Beach, Malibu Canyon, Vista Pacifica/De Ville Condominiums including installing Malibu Colony, Malibu Lagoon, Malibu Creek and Crumpacker Lift stations.
- Modifications to Injection Well No. 3
- Dewatering in Serra and Malibu Colony
- Shoring, Sheet piling and Bracing

Deliverables:

- Photographic Documentation of Progress

Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

IMPLEMENTING AGENCY: Los Angeles County Waterworks District No. 29

PROJECT DESCRIPTION: The project will construct approximately 7,127 feet of new 12-inch diameter steel waterline, valves, and pressure regulating stations to establish a new interconnection between Los Angeles County Waterworks District No. 29 (District 29) and Las Virgenes Municipal Water District (LVMWD). The project will improve emergency preparedness, disaster response, and water supply reliability for customers in the District 29 service area by providing approximately 2,421 acre-feet per year (AFY) of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report was completed as part of the project development process.

Deliverables:

- Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse and Los Angeles County Clerk in May 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Los Angeles County Department of Regional Planning Coastal Development Permit; City of Malibu Coastal Development Permit; and City of Malibu Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

100% percent design plans and specifications are completed for the waterline and pressure reducing stations. Approval of the final design requires City of Malibu and Los Angeles County Department of Regional Planning approvals.

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 include mobilization of equipment and materials, preparing the site with performance testing of all the components to ensure proper function and compliance with final design, construction of approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances, and demobilization of equipment and materials.

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilize and demobilize equipment and materials to and from project site.

11(b): Prepare site by conducting performance testing of all the components to ensure proper function and compliance with final design.

11(c): Construct approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 7: Van Ness Avenue Well Field Project

IMPLEMENTING AGENCY: City of Torrance

PROJECT DESCRIPTION: The project will drill three new water wells, upgrade a booster pump station, and construct a transmission main to provide the City of Torrance an additional water supply of approximately 5,620-acre feet per year for use during a drought or emergency. The pumped groundwater will be piped to an existing groundwater production facility and will be distributed to the central part of Torrance through the existing pipe network.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: City Excavation Permit obtained for transmission main.

The following permits are anticipated to be acquired for this project: State Water Resources Control Board, Division of Drinking Water Permit, obtained with facility is completed, if required.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications will be completed.

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 project will be contracted as a design-build 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 include:

11(a): Mobilization and demobilization activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Install: The project will drill three new water wells. Well #12 will be drilled on City property at 185th Street and Purche Avenue. Well #13 will be drilled at the west corner of La Carretera Park. Well #14 will be drilled at the southeast corner of Descanso Park.

Deliverables:

- Photographic Documentation of Progress

Project 8: Manhattan Beach Coastal Restoration and Resiliency Project

IMPLEMENTING AGENCY: City of Manhattan Beach (City)

PROJECT DESCRIPTION: The project will implement stormwater treatment by installing approximately: 6 Centralized High Flow Capacity Treatment Devices at stormwater outfalls, 2 trench inlet filters, 18 distributed catch basin connector pipe screens and drop basket screens, and 8 inlet filter inserts. These grey infrastructure installations will reduce the amount of human generated trash by approximately 1,658 gallons annually. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Preliminary Design Approach was completed as part of the Project development process.

Deliverables:

- 2022 Preliminary Design Approach

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Coastal Development Permit from the California Coastal Commission; and Connection Permits from the Los Angeles County Flood Control District.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications have been completed.

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 include transportation of equipment and materials to the project site, setting up temporary facilities (e.g., portable bathrooms, field office), and installation of six (6) Centralized High Flow Capacity Treatment Devices at strategic stormwater outfalls, i.e., continuous deflection separation units (i.e., swirl concentrator hybrid technology that uses continuous deflective separation to screen, separate and trap debris, sediment, and hydrocarbons from stormwater runoff); two (2) trench inlet filters; eighteen (18) distributed catch basin connector pipe screens and drop basket screens; eight (8) inlet filter inserts. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline. The restoration project involves the removal of non-native vegetation, seeding/planting of native vegetation, strategic installation of temporary sand fencing as vegetation establishes, installation of symbolic fencing on existing pathways, and installation of educational features like interpretive signage. Demobilization will include transportation of equipment and materials from the project site.

Deliverables:

- Photographic Documentation of Progress

Project 9: Harbor South Bay Water Recycling Project

IMPLEMENTING AGENCY: West Basin Municipal Water District

PROJECT DESCRIPTION: The project will extend a combined total of approximately 6,700 linear feet of new recycled water pipelines for landscape irrigation at public parks and schools located within the cities of Carson and Gardena. The laterals will be constructed within public right of way and will serve the following locations: Peary Middle School, Mas Fukai Park, Curtiss Middle School, and Mills Memorial Park. Use of recycled water for irrigation purposes will bring needed sustainable water supplies to these communities by reducing reliance on imported drinking water by nearly 60 acre-feet annually.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for the Mills Park Recycled Water Lateral with the State Clearinghouse and the County Clerk of Los Angeles in August 2009. Complete environmental review pursuant to CEQA for all other project locations. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Carson Encroachment Permit; City of Gardena Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

Design recycled water laterals with United States Army Corps of Engineers (USACOE) support. Plans will be prepared to the corresponding jurisdictional standards in the city where the project is located. A pre-design report will be prepared to establish the basis of design and will identify the alignment, pipe material and methods of installation, hydraulic calculations, permit requirements and processing, preliminary cost estimates, and construction schedules. The final pre-design report will be certified by a State Professional Engineer.

The pre-design report will guide design. Geotechnical soil testing will be performed, and information will be incorporated into the design. Utility search will start with the pre-design component; those existing utilities will be incorporated into the design plans. Potholing will be performed to identify and mitigate conflicts. Plans and Specifications will be prepared following USACOE standard templates. The Plans and Specifications are expected to be submitted at a 60%, 90% and 100% design level. Final cost estimates will be calculated. Plans will be submitted to the corresponding jurisdictional entity for approval. Traffic control plans will be prepared following the jurisdictional entities requirements and submitted for approval.

Upon completion and review of the 100% design submittal, the construction bid package will be assembled, signed, and used for advertisement of bid solicitation.

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 includes construction related activities to take project site photos prior to starting of construction, shop drawing submittal, and service yard preparation.

11(b): Site preparation will include performing field surveys, crossing utility potholing, signage installation, and saw cutting.

11(c): Installation will include material procurement, trenching, traffic control installation, install approximately 6,700 linear pipe and related appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 10: Healthy Pocket Parks and Schools

IMPLEMENTING AGENCY: Los Angeles Neighborhood Land Trust (LANLT)

PROJECT DESCRIPTION: The project will remove approximately 40,000 square feet of asphalt surfaces and replace it with a 2-acre multi-benefit green schoolyard at 52nd Street Elementary School (School) located in South Los Angeles. The project will maximize greening opportunities at the School by planting trees and installing over 20,000 square feet of new California native habitat and 20,000 square feet of green infrastructure swales to capture, slow, and clean runoff. Other features include a new California native turf field. The project will capture approximately 1.3 acre-feet per year (AFY) of rainfall that falls onsite, which reduces the School's flood risk.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Procure a design consultant team to prepare a site survey and conduct a geotechnical investigation to determine soil composition, location of water table, infiltration potential, etc.

The conceptual design for the project was based on preliminary feedback from school and district staff. The elements included are typical school greening features and will be refined based on any additional community identified priorities once the project is underway.

Work with students, staff, and community-based organizations, to conduct community engagement for the project. Activities may include design workshops, educational programming discussions, and surveys. The engagement will focus on getting a sense for how the students, teachers, and community members intend to use the school yard and identify ways to reconfigure the space to allow for significantly more green areas while also accommodating some of the needs for ball play and other classes that require hard surfaces while still providing for natural cooling through shade, habitat, and stormwater infiltration where possible.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Outreach and Engagement materials (e.g. workshop summaries, educational materials, etc.)
- Geotechnical study
- Site 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 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. Manage construction by coordinating with contractors/landscape architects, processing change orders, etc.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include setting up equipment and bringing necessary equipment to the site (i.e., trucks, machines, tools, and workers); preliminary grading and site clearing for project construction; removal of 40,000 square feet of impermeable asphalt surface; installation of 20,000 square feet of new native turf; installation of 20,000 feet of planted swales; and approximately 30 shade trees; and demobilization of project equipment.

Deliverables:

- Photographic Documentation of Progress

Project 11: City of Burbank Advanced Metering Infrastructure Upgrade

IMPLEMENTING AGENCY: City of Burbank

PROJECT DESCRIPTION: The project will upgrade the City of Burbank's Advanced Metering Infrastructure (AMI) system and retrofit or replace lids for wireless connectivity, improving interface with Burbank Water and Power's (BWP) existing customer information systems. The project will replace an estimated 8,000 AMI transmitters in single-family residences and an estimated 19,089 transmitters throughout the City of Burbank (City) where the existing AMI has failed or is needing replacement. The project will conserve approximately 512 acre feet per year of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Design of the project was completed in September 2022.

Deliverables:

- Final Plans & 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 activities include transportation of equipment and materials to and from the project site.

11(b): Installation of collectors to wirelessly communicate with water meters and receive meter data through secure connection to offsite services. Installation and configuration of server software to manage network and meter data remotely. The meter data management system (MDMS) will be installed, and various software functions will be developed, deployed, and delivered to BWP's users and customers. BWP's utility billing system representative will integrate network information and MDMS with Customer Information System (CIS), including uploading mass information on meter exchanges. The MDMS will also be integrated with the MDMS of Record, the utility billing portal, and the customer portal, WaterSmart. The AMI/MDMS analytical tools will translate complex data into easily understood information, allowing customers to analyze their water use for improved water conservation.

Deliverables:

- Photographic Documentation of Progress

Project 12: La Crescenta Green Improvement Project

IMPLEMENTING AGENCY: Los Angeles County Public Works

PROJECT DESCRIPTION: The project will construct 30 drywells, 15,000 square feet of bioswales, and 19,000 square feet of permeable pavement to capture, treat, and infiltrate all urban runoff and up to the 85th percentile, 24-hour storm runoff volume from a 150-acre drainage area in the Los Angeles River Watershed. In addition to the stormwater and flood management benefits, the project will also provide a water supply benefit of 40 acre feet per year (AFY) by removing more than 60% of total metals and 64% of bacteria and nutrients that are currently discharged to Arroyo Seco Reach 2. Stormwater and dry weather runoff will be recharged in the Verdugo Groundwater Basin, which will help replenish local water supplies for the region.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Two Feasibility Studies were completed as part of the project development process. A geotechnical investigation was completed to assess the project location for suitability of infiltration. A hydrology study was completed to classify the overall project drainage area as well as pertinent design criteria related to planned runoff volumes. Additional feasibility studies will be completed.

Deliverables:

- Geotechnical Investigation
- Hydrology Study
- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Permit to Enter from property owners; Encroachment Permit from the CA Department of Transportation; Traffic Control Permit from the City of Glendale.

Deliverables:

- Permits as required

Task 7: Design

The Project design will be developed.

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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of 30 drywells, 15,000 square feet of bioswales, and approximately 19,000 square feet of permeable pavement

Deliverables:

- Photographic Documentation of Progress

Project 13: Whitsett Fields Park North Stormwater Capture Project

IMPLEMENTING AGENCY: Los Angeles Department of Water and Power

PROJECT DESCRIPTION: The project will install a diversion structure, a storm drainpipe alignment, a hydrodynamic separator, and a subsurface infiltration gallery to divert stormwater and urban runoff from a 78" storm drain at Raymer Street into an underground infiltration gallery at Whitsett Fields Park (Park), a 30-acre park located in North Hollywood. Urban and stormwater runoff from an approximately 303-acre drainage area will be infiltrated to replenish the San Fernando Groundwater Basin (Basin), a source of local water supply for the region. The project will provide a primary water supply benefit of approximately 185 acre-feet per year (AFY).

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The 2018 Whitsett Fields Park North Stormwater Capture Study was completed as part of the Project development process.

Deliverables:

- 2018 Whitsett Fields Park North Stormwater Capture Study

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for this project with the State Clearinghouse (SCH) in September of 2021 (SCH 2021010053). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Construction Stormwater General Permit from the State Water Resources Control Board; Encroachment Permit from the California Department of Transportation; Flood Control Permit from the Los Angeles County Public Works.

Deliverables:

- Permits as required

Task 7: Design

Final designs for the Project have been completed.

Deliverables:

- 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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation activities will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of a diversion structure located at the 78-inch storm pipe on Raymer Street, a storm drainpipe alignment along Raymer Street and Whitsett Avenue, a hydrodynamic separator located on Raymer Street outside the park area and upstream of the infiltration gallery, and one subsurface infiltration gallery located underneath the open field and baseball diamonds with an approximate area of 39,640 square-feet. The depth below ground to the top of the infiltration gallery will be approximately 11 feet.

11(d): upgraded park irrigation system; addition of approximately 70 trees and accent landscaping to be around the park perimeter; addition of educational signage that will engage the community and promote sustainability awareness, and a new hydration station.

Deliverables:

- Photographic Documentation of Progress

Project 14: Bowtie Demonstration Project

IMPLEMENTING AGENCY: The Nature Conservancy

PROJECT DESCRIPTION: The project is a multi-benefit stormwater management and habitat enhancement demonstration project that is located on approximately 3 acres of the Bowtie Parcel's northern-most area. The project will daylight a storm drain that lies beneath the site and will divert water from the storm drain onto the site through a natural arroyo. A seasonal wetland will be created to slow and capture water. The existing infrastructure for the storm drain will remain in place, underground, to enable conveyance of larger storms, preventing the site from being eroded by fast-moving waters under the most intense storm conditions. The project will improve water quality, create green space in an urban area, reduce greenhouse gas emissions, promote community engagement and education, restore native habitat, and increase community resilience to climate change. The project will implement natural infrastructure to treat an estimated 481 acre-feet per year (AFY) of dry weather flows from a 2,775-acre drainage area for onsite reuse.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs feasibility study was completed as part of the Project development process.

Deliverables:

- Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Removal Action Workplan Approval from the California Department of Toxic Substances Control; Construction Stormwater Permit from the Los Angeles Regional Water Quality Control Board; Flood Control Permit from the Los Angeles County; Encroachment Permit from the Los Angeles Department of Water and Power; Other permits as required.

Deliverables:

- Permits as required

Task 7: Design

Early conceptual designs for the Project are included in the Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs.

Deliverables:

- 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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction will include daylighting the large storm drain from the existing pipeline and diverting the water onto State Parks property through a constructed wetland that meanders along the site. The wetland and surrounding areas will be planted with native vegetation that can withstand times of high water and also periods of dry weather conditions. A Contech Vortech Separator and a Contech Jellyfish Filtration Unit for treatment and filtration of flows will be installed.

Deliverables:

- Photographic Documentation of Progress

Project 15: Advanced Meter Infrastructure (CII)

IMPLEMENTING AGENCY: Valley County Water District

PROJECT DESCRIPTION: The project will replace approximately 1,263 commercial, industrial, and institutional (CII) water meters throughout the Valley County Water District (VCWD) service area, which serves the cities of Baldwin Park, Irwindale, West Covina, and Azusa. This will allow VCWD to measure customers' water usage accurately and increase the ability to detect water leaks. The project also includes the installation of a meter testing stand to provide a better mechanism to test for nonfunctioning, leaking or otherwise inefficient meters. This test will allow for more frequent, effective, in situ meter testing. This will significantly cut down on unaccounted for water losses throughout the service area with much greater efficiency. The project will conserve approximately 200 acre feet per year (AFY) of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles, County Clerk in November of 2022. 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.

Deliverables: N/A

Task 7: Design

Design of the project is complete. An assessment of the existing meter conditions has also been completed. The necessary research to identify available technologies has also already been completed; a pilot study was carried out using two different technologies.

Deliverables:

- Report on existing meter age; number of meters, size of meters, age of meters
- Installation Plan
- Meter 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

Not applicable.

Deliverables: N/A

Task 10: Construction Administration

All work will be completed in-house by VCWD staff.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Installation of advanced water meters will include removal of existing meters and replacement with new units at approximately 1,263 CII 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

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Project 16: Los Angeles County Rubber Dams Project

IMPLEMENTING AGENCY: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The project will install five rubber dams across Los Angeles County. Three of the five rubber dams are located within channels and divert water to existing spreading grounds. The two remaining rubber dams will be installed in the San Gabriel River and will primarily be used to hold, capture, and later release storm water to downstream spreading grounds. The project will divert approximately 3,500 acre-feet per year (AFY) for groundwater recharge into the Main San Gabriel and Central Groundwater Basins and will conserve approximately 9,261,000-kilowatt hour (kWh) of energy per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed for the rubber dams in Citrus Spreading Grounds, Forbes Spreading Grounds, and Walnut Spreading Basin in September 2022 at the Los Angeles County Clerk. Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

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: The contractors will mobilize a crane onsite. Once performance testing has been signed off and approved, the contractors will demobilize.

11(b): Site preparation: The crane will remove the existing rubber dam bladder and to position the new rubber dam. The majority of the work will be completed with handheld tools and will require minimal clearing of debris from around the project site

11(c): Construction will involve removal and disposal of the old rubber dam bladders, and installation of a new rubber dam bladders in accordance with the plans and specifications.

11(d): Performance Testing: After construction, performance reviews and monitoring will be conducted, and observations will be performed to determine any air leakage or minor adjustments necessary for optimal operation.

Deliverables:

- Photographic Documentation of Progress
- Performance Testing Observation Report

Project 17: Plymouth Neighborhood Stormwater Capture Project

IMPLEMENTING AGENCY: Amigos de los Rios

PROJECT DESCRIPTION: The project will install new permeable pavement technology and establish new infiltration tree and shrub planters, bioswales, Low-Impact Development (LID) planters, rain gardens as natural infrastructure elements that will reduce impervious land area at the Plymouth Elementary School campus to improve stormwater and runoff capture and infiltration. The project also includes strategic removal of water intensive grass field areas and the planting of over 90 trees and 800 shrubs. The project will provide stormwater and flood management benefits to the campus and along surrounding streets in the City of Monrovia by capturing and retaining approximately 0.66 acre-feet of inflow stormwater volume per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report was completed as part of the project development process.

Deliverables:

- 2020 Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report

Task 5: CEQA Documentation

Notice of Exemptions were filed for this project with Los Angeles County Clerk in June 2021 (SCH 2021060554) and March 2022 (SCH 2022030513). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Monrovia.

Deliverables:

- Permits as required

Task 7: Design

100% of the design has been completed for the Project.

Deliverables:

- 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 activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Construction activities include implementing Low-Impact Development (LID) and Green Street design features in the Plymouth Elementary School parking lot and campus to capture, treat, and infiltrate stormwater runoff. Improvements include permeable surfaces, trees, plants, infiltration planters, and pervious concrete gutter strips. Approximately 6,000 square feet of impervious surfaces in the parking lot/street and open pavement area will be replaced with permeable surfaces, and an additional 850 square feet of bioswales/raingardens will be installed. The project will also include educational signage and interpretive elements, tree wells and LID infiltration planter boxes in strategic locations, and landscaping with native trees.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

**PROPOSITION 1 ROUND 2 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	Cost Share Required %
	Grant Administration	\$0	\$0	\$0	\$0	N/A
1	Project 1: Regional Recycled Water Expansion Project	\$3,372,600	\$502,431	\$143,213	\$4,018,244	12.5%
2	Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability	\$2,342,400	\$0	\$2,652,600	\$4,995,000	0%
3	Project 3: Las Virgenes Creek Restoration Project Phase III	\$1,300,000	\$1,800,000	\$500,000	\$3,600,000	50%
4	Project 4: Drought Resiliency Water Conservation Program	\$630,000	\$660,500	\$30,500	\$1,321,000	50%
5	Project 5: Malibu Civic Center Water Treatment Facility – Phase 2	\$500,000	\$31,500,000	\$31,000,000	\$63,000,000	50%
6	Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection	\$1,000,000	\$4,300,000	\$3,300,000	\$8,600,000	50%
7	Project 7: Van Ness Avenue Well Field Project	\$1,300,000	\$12,500,000	\$11,200,000	\$25,000,000	50%
8	Project 8: Manhattan Beach Coastal Restoration and Resiliency Project	\$830,000	\$1,268,003	\$438,003	\$2,536,006	50%
9	Project 9: Harbor South Bay Water Recycling Project	\$1,300,000	\$0	\$4,900,000	\$6,200,000	0%
10	Project 10: Healthy Pocket Parks and Schools	\$900,000	\$0	\$2,081,075	\$2,981,075	0%
11	Project 11: City of Burbank Advanced Metering Infrastructure Upgrade	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000	50%
12	Project 12: La Crescenta Green Improvement Project	\$1,000,000	\$4,600,000	\$3,600,000	\$9,200,000	50%
13	Project 13: Whitsett Fields Park North Stormwater Capture Project	\$1,000,000	\$4,232,742	\$28,629,190	\$33,861,932	12.5%

14	Project 14: Bowtie Demonstration Project	\$1,180,000	\$0	\$8,035,575	\$9,215,575	0%
15	Project 15: Advanced Meter Infrastructure (CII)	\$766,500	\$766,500	\$200	\$1,533,200	50%
16	Project 16: Los Angeles County Rubber Dams Project	\$2,478,500	\$2,987,500	\$509,000	\$5,975,000	50%
17	Project 17: Plymouth Neighborhood Stormwater Capture Project	\$185,000	\$172,500	\$1,022,500	\$1,380,000	12.5%
GRAND TOTAL		\$20,335,000	\$69,291,676	\$101,793,356	\$191,420,032	

Grant Administration

Implementing Agency: Los Angeles County Flood Control District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	\$0	\$0	\$0	\$
TOTAL COSTS		\$0	\$0	\$0	\$

PROJECT 1: Regional Recycled Water Expansion Project

Implementing Agency: Gateway Water Management Authority

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$396,600	\$0	\$5,000	\$401,600
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$105,000	\$0	\$27,644	\$132,644
(d)	Construction / Implementation	\$2,871,000	\$502,431	\$110,569	\$3,484,000
TOTAL COSTS		\$3,372,600	\$502,431	\$143,213	\$4,018,244

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

**Other Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Implementing Agency: City of South Gate

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$380,000	\$380,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$315,000	\$315,000
(d)	Construction / Implementation	\$2,342,400	\$0	\$1,957,600	\$4,300,000
	TOTAL COSTS	\$2,342,400	\$0	\$2,652,600	\$4,995,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of South Gate's Water Enterprise Fund

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

Implementing Agency: City of Calabasas

	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	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$526,000	\$74,000	\$600,000
(d)	Construction / Implementation	\$1,300,000	\$1,274,000	\$126,000	\$2,700,000
	TOTAL COSTS	\$1,300,000	\$1,800,000	\$500,000	\$3,600,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and general funds.

**Other Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and general funds.

PROJECT 4: Drought Resiliency Water Conservation Program

Implementing Agency: Las Virgenes Municipal Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$60,000	\$16,000	\$0	\$76,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$6,200	\$0	\$6,200
(d)	Construction / Implementation	\$570,000	\$638,300	\$30,500	\$1,238,800
	TOTAL COSTS	\$630,000	\$660,500	\$30,500	\$1,321,000

NOTES:

*Required Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

**Other Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

Implementing Agency: City of Malibu

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$15,000	\$15,000	\$30,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$1,945,000	\$1,945,000	\$3,890,000
(d)	Construction / Implementation	\$500,000	\$29,540,000	\$29,040,000	\$59,080,000
	TOTAL COSTS	\$500,000	\$31,500,000	\$31,000,000	\$63,000,000

NOTES:

*Required Cost Share fund source(s): State Revolving Funds.

**Other Cost Share fund source(s): State Revolving Funds.

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Implementing Agency: Los Angeles County Waterworks District No. 29

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$150,000	\$150,000	\$300,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$417,500	\$417,500	\$835,000
(d)	Construction / Implementation	\$1,000,000	\$3,732,500	\$2,732,500	\$7,465,000
	TOTAL COSTS	\$1,000,000	\$4,300,000	\$3,300,000	\$8,600,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

**Other Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

PROJECT 7: Van Ness Avenue Well Field Project

Implementing Agency: City of Torrance

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$130,000	\$130,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$2,235,000	\$2,235,000
(d)	Construction / Implementation	\$1,300,000	\$12,500,000	\$8,835,000	\$22,635,000
	TOTAL COSTS	\$1,300,000	\$12,500,000	\$11,200,000	\$25,000,000

NOTES:

*Required Cost Share fund source(s): State Revolving Fund Loan and Bureau of Reclamation Grant.

**Other Cost Share fund source(s): City of Torrance.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

Implementing Agency: City of Manhattan Beach

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$230,000	\$230,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$272,602	\$35,403	\$308,005
(d)	Construction / Implementation	\$830,000	\$995,401	\$172,600	\$1,998,001
	TOTAL COSTS	\$830,000	\$1,268,003	\$438,003	\$2,536,006

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Municipal Measure W) and City Capital Improvement Funds and in-kind contributions.

**Other Cost Share fund source(s): Municipal Measure W and City Capital Improvement Funds and in-kind contributions.

PROJECT 9: Harbor South Bay Water Recycling Project

Implementing Agency: West Basin Municipal Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$126,100	\$0	\$493,900	\$620,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$159,900	\$0	\$2,940,100	\$3,100,000
(d)	Construction / Implementation	\$1,014,000	\$0	\$1,465,400	\$2,480,000
	TOTAL COSTS	\$1,300,000	\$0	\$4,900,000	\$6,200,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): U.S. Army Corps of Engineers and West Basin Municipal Water District.

PROJECT 10: Healthy Pocket Parks and Schools

Implementing Agency: Los Angeles Neighborhood Land Trust

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$381,000	\$381,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$117,000	\$0	\$300,075	\$417,075
(d)	Construction / Implementation	\$783,000	\$0	\$1,400,000	\$2,183,000
	TOTAL COSTS	\$900,000	\$0	\$2,081,075	\$2,981,075

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): SGC Transformative Climate Communities Program and Los Angeles Neighborhood Land Trust private fundraising

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

Implementing Agency: City of Burbank

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$2,000	\$2,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,000	\$1,000
(d)	Construction / Implementation	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000
	TOTAL COSTS	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000

NOTES:

*Required Cost Share fund source(s): Burbank Water and Power and in-kind services from Burbank Water and Power staff.

**Other Cost Share fund source(s):

PROJECT 12: La Crescenta Green Improvement Project

Implementing Agency: Los Angeles County Public Works

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$250,000	\$250,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,250,000	\$1,250,000
(d)	Construction / Implementation	\$1,000,000	\$4,600,000	\$2,100,000	\$7,700,000
	TOTAL COSTS	\$1,000,000	\$4,600,000	\$3,600,000	\$9,200,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County General Funds and the Los Angeles County Safe, Clean Water Program (SCWP) Municipal Funds.

**Other Cost Share fund source(s): Los Angeles County General Funds and SCWP Municipal Funds

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

Implementing Agency: Los Angeles Department of Water and Power

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$349,140	\$349,140
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,812,406	\$1,812,406
(d)	Construction / Implementation	\$1,000,000	\$4,232,742	\$26,467,644	\$31,700,386
	TOTAL COSTS	\$1,000,000	\$4,232,742	\$28,629,190	\$33,861,932

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s):

**Other Cost Share fund source(s): City of Los Angeles Department of Water and Power, Water Enterprise Fund and County of Los Angeles Safe, Clean Water Program.

PROJECT 14: Bowtie Demonstration Project

Implementing Agency: The Nature Conservancy

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$48,125	\$48,125
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$911,324	\$911,324
(d)	Construction / Implementation	\$1,180,000	\$0	\$7,076,126	\$8,256,126
	TOTAL COSTS	\$1,180,000	\$0	\$8,035,575	\$9,215,575

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): California Natural Resources Agency Grant, Department of Toxic Substances Control Grant, California Santa Monica Mountains Conservancy Grant, California Wildlife Conservation Board Grant, Private Foundations & Donors Grant, and in-kind contributions by the Nature Conservancy.

PROJECT 15: Advanced Meter Infrastructure (CII)

Implementing Agency: Valley County Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$20,000	\$0	\$20,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$5,000	\$0	\$5,000
(d)	Construction / Implementation	\$766,500	\$741,500	\$200	\$1,508,200
	TOTAL COSTS	\$766,500	\$766,500	\$200	\$1,533,200

NOTES:

*Required Cost Share fund source(s): Valley County Water District's adopted 2022-23 Capital Improvement (CI) and General Operating (GO) Budgets

**Other Cost Share fund source(s): Valley County Water District staff in-kind services.

PROJECT 16: Los Angeles County Rubber Dams Project

Implementing Agency: Los Angeles County Flood Control District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$100,000	\$0	\$100,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$50,000	\$0	\$50,000
(d)	Construction / Implementation	\$2,478,500	\$2,837,500	\$509,000	\$5,825,000
	TOTAL COSTS	\$2,478,500	\$2,987,500	\$509,000	\$5,975,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Flood Control District

**Other Cost Share fund source(s): Los Angeles County Flood Control District

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

Implementing Agency: Amigos de los Rios

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$140,000	\$140,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$300,000	\$300,000
(d)	Construction / Implementation	\$185,000	\$172,500	\$582,500	\$940,000
	TOTAL COSTS	\$185,000	\$172,500	\$1,022,500	\$1,380,000

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s):

**Other Cost Share fund source(s): California Natural Resources Agency Urban Flood Protection Grant Program, the Los Angeles County Safe, Clean Water Program, and in-kind services from Emerald Necklace volunteers.

EXHIBIT C
SCHEDULE

PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration		12/31/2027

PROJECT 1: Regional Recycled Water Expansion Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	06/01/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	09/03/2019	03/31/2025*
d	Construction / Implementation	10/01/2023	06/30/2025

<Add footnote if needed to explain any overlap of construction with Category c or d>

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2021	06/30/2024*
d	Construction / Implementation	06/01/2023	12/31/2024

<Add footnote if needed to explain any overlap of construction with Category c or d>

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/23/2022	01/31/2026
d	Construction / Implementation	02/01/2026	06/30/2027

PROJECT 4: Drought Resiliency Water Conservation Program

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	06/01/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2023	01/31/2024*
d	Construction / Implementation	06/01/2023	09/30/2026

*Overlapping schedule explanation: The project will start Contract Services as soon as the project is awarded, so the filing of the Notice of Exemption under Task 5 will happen concurrently. Additionally, the Project Monitoring Plan will concurrently start with Construction/Implementation but will be finished before Construction/Implementation is complete since implementation of the project is dependent on customer participation.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	08/12/2019	5/31/2023
d	Construction / Implementation	06/01/2023	06/30/2026

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	12/10/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/26/2016	12/03/2024
d	Construction / Implementation	12/04/2024	09/10/2026

PROJECT 7: Van Ness Avenue Well Field Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/01/2013	06/30/2025*
d	Construction / Implementation	01/01/2024	12/30/2025

*Overlap between dates for Category c and Category d are due to the project being in two phases and the second phase being design-build.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	11/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/01/2021	12/31/2023
d	Construction / Implementation	01/01/2024	08/31/2025

PROJECT 9: Harbor South Bay Water Recycling Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	07/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	04/30/2023	07/31/2024
d	Construction / Implementation	08/01/2024	04/30/2025

PROJECT 10: Healthy Pocket Parks and Schools

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	07/01/2022	06/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/01/2023	06/30/2024
d	Construction / Implementation	07/01/2024	03/30/2025

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

	BUDGET CATEGORY	Start Date	End Date
A	Project Administration	01/01/2022	05/01/2025
B	Land Purchase / Easement	N/A	N/A
C	Planning / Design / Engineering / Environmental Documentation	12/13/2021	01/31/2023
D	Construction / Implementation	02/01/2023	02/01/2025

PROJECT 12: La Crescenta Green Improvement Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	10/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	02/14/2023	12/18/2024
d	Construction / Implementation	02/01/2025	07/31/2026

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2018	03/31/2025*
d	Construction / Implementation	09/01/2024	06/30/2027

*Schedule Overlap Explanation: Various permits must be completed prior, or shortly after construction start; therefore, an overlap occurs between construction and permitting, which results in an overlap between Category c and Category d.

PROJECT 14: Bowtie Demonstration Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2017	05/30/2023
d	Construction / Implementation	06/01/2023	12/31/2025

PROJECT 15: Advanced Meter Infrastructure (CII)

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	01/01/2023	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2022	03/31/2023
d	Construction / Implementation	06/01/2023	12/31/2024

PROJECT 16: Los Angeles County Rubber Dams Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/01/2021	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/01/2021	05/01/2024*
d	Construction / Implementation	02/01/2022	12/31/2024

*Since the project is being performed in multiple phases, parts of the field construction will be performed before all parts of the project have been advertised for bids. During 2022, the replacement of the rubber dams at Citrus, Forbes, and Walnut spreading grounds were advertised and constructed. The replacements of Valley Rubber Dams 3 and 2 will be advertised and constructed in the years of 2023 and 2024, respectively.

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2019	06/01/2023*
d	Construction / Implementation	03/01/2023	12/31/2023

*There is an overlap between Category c and Category d because the project is shovel ready, so the project will start contract services as soon as the project is awarded. The Project Monitoring Plan will also be developed soon after grant award, but before construction implementation.

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. 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 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 or other title restriction 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

**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.

- [illegible]

The foregoing Resolution was adopted on the 5th day of FEBRUARY, 2018,⁹
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 *Angela Ruiz*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole Suzuki for 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.

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.
- Budget projections for grant share for the next two quarters
- 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., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- 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.

DRAFT

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 AND COST SHARE GUIDELINES 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 Requirements

Internal 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.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

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

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:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Regional Recycled Water Expansion Project

Sponsor Agency: Gateway Water Management Authority

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Sponsor Agency: City of South Gate

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Las Virgenes Creek Restoration Project Phase III

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Drought Resiliency Water Conservation Program

Sponsor Agency: Las Virgenes Municipal Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

Sponsor Agency: City of Malibu

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Sponsor Agency: Los Angeles County Waterworks District No. 29

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 7: Van Ness Avenue Well Field Project

Sponsor Agency: City of Torrance

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 8: Manhattan Beach Coastal Restoration and Resiliency Project

Sponsor Agency: City of Manhattan Beach

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 9: Harbor South Bay Water Recycling Project

Sponsor Agency: West Basin Municipal Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 10: Healthy Pocket Parks and Schools: 52nd Street Elementary

Sponsor Agency: Los Angeles Neighborhood Land Trust

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 11: City of Burbank Advanced Metering Infrastructure Upgrade

Sponsor Agency: City of Burbank

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 12: La Crescenta Green Improvement Project

Sponsor Agency: Los Angeles County Public Works

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 13: Whitsett Fields Park North Stormwater Capture Project

Sponsor Agency: Los Angeles Department of Water and Power

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 14: Bowtie Demonstration Project

Sponsor Agency: The Nature Conservancy

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 15: Advanced Meter Infrastructure (CII)

Sponsor Agency: Valley County Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 16: Los Angeles County Rubber Dams Project

Sponsor Agency: Los Angeles County Flood Control District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 17: Plymouth Neighborhood Stormwater Capture Project

Sponsor Agency: Amigos de los Rios

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

DRAFT

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. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. 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?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

EXHIBIT B
DISTRICT MOU

MEMORANDUM OF UNDERSTANDING [DRAFT]

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 **GATEWAY WATER MANAGEMENT AUTHORITY** (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): Regional Recycled Water Expansion Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$3,372,600.00**.

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 IRWM Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), amended in 2017, and approved on May 19, 2020 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, is attached hereto and incorporated herein as Attachment A): Amigos De Los Rios, City of Burbank, City of Calabasas, City of Malibu, City of Manhattan Beach, City of South Gate, City of Torrance, County of Los Angeles Public Works (two projects), Gateway Water Management Authority, Las Virgenes Municipal Water District, Los Angeles Department of Water and Power, Los Angeles Neighborhood Land and Trust, The Nature Conservancy, Valley County Water District, and West Basin Municipal Water District, and (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 Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) 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 seventeen (17) 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 \$3,372,600.00. 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 **\$5,012.60** 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 **\$151,767.00** to 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 month 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 **\$151,767.00**, 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 **\$3,220,833.00** 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 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) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers 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 arising from or relating to: LACFCD's active negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. 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.
- (3) 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.
- (4) 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 (6) 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 (7) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) 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 (8) 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:
Grace Kast, Executive Officer
Los Angeles Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, California 90723
 - 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) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) 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.
- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (10) 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.
- (11) 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) NEGATION 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 _____, 2023, and by the LACFCD on _____, 2023.

By _____
MARK PESTRELLA, PE
Chief Engineer
Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy
Date _____

GATEWAY WATER MANAGEMENT AUTHORITY

ATTEST:
By _____
Adriana Figueroa
Chair
Date _____

APPROVED AS TO FORM:
NICHOLAS GHIRELLI
Legal Counsel

By _____
Date _____

EXHIBIT C
GRANT BUDGET

BELL GARDENS RECYCLED WATER PROJECT 2023

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)Project Administration	\$200,800	\$0	\$0	\$200,800
Task 1: Project Management	\$170,800			\$170,800
Task 2: Reporting	\$30,000			\$30,000
(b)Land Purchase / Easement	\$0	\$0	\$0	\$0
Task 3: Land Purchase	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$92,500	\$0	\$0	\$92,500
Task 4: Feasibility Studies	\$0			\$0
Task 5: CEQA Documentation	\$60,000			\$60,000
Task 6: Permitting	\$30,000			\$30,000
Task 7: Design	\$0			\$0
Task 8: Project Monitoring Plan	\$2,500			\$2,500
(d) Construction / Implementation	\$2,264,500	\$50,000	\$0	\$2,314,500
Task 9: Contract Services	\$150,000			\$150,000
Task 10: Construction Administration	\$102,500			\$102,500
Task 11: Construction/Implementation	\$2,012,000	\$50,000		\$2,062,000
TOTAL COSTS	\$2,557,800	\$50,000	\$0	\$2,607,800

* Cost Share = \$50,000

Note: Includes 3.5% for GWMA administration and 4.5% for LA County administration

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF
DOWNEY AND THE LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated [REDACTED], 2023 (“Effective Date”) and is between the City of Downey, a California municipal corporation (“Subrecipient”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

RECITALS

A. The Los Angeles County Flood Control District (“District”) is the regional entity designated to apply for grant funds under the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), which authorizes Five Hundred and Ten Million Dollars (\$510,000,000) for projects included in an adopted Integrated Regional Water Management Plan (“IRWMP”) pursuant to Water Code Section 79740, et seq., Regional Water Security, Climate, and Drought Preparedness.

B. The District has entered into a certain Proposition 1 Integrated Regional Water Management Implementation Grant Agreement dated [REDACTED], 2023 (“IRWM Grant Agreement”) with the California Department of Water Resources (“DWR”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which the District will receive a maximum of Twenty Million Three Hundred Thirty-Five Thousand Dollars (\$20,335,000) for several projects included in the Greater Los Angeles County Region IRWMP.

C. As part of the IRWM Grant Agreement, GWMA is designated as the implementing agency for the Regional Recycled Water Expansion Project (“Project”), for which the IRWM Grant Agreement designates a total grant amount of Three Million Three Hundred Seventy-Two Thousand Six Hundred Dollars (\$3,372,600).

D. Subrecipient will be allocated Eight Hundred Fourteen Thousand Eight Hundred Dollars (\$814,800) (“Grant Funds”) from the total grant amount for Subrecipient to construct and implement Subrecipient’s share of the Project by constructing approximately 1,900 linear feet of pipeline within its jurisdiction to extend the recycled water service and provide water for irrigation of parts serving disadvantaged communities (“Sub-Project”).

E. The District will administer the Grant Funds and submit documentation required under the IRWM Grant Agreement, on behalf of GWMA and Subrecipient, for which District will be reimbursed.

F. GWMA has entered into a certain Memorandum of Understanding with the District dated [REDACTED], 2023, attached hereto as Exhibit “B” and incorporated herein as though

set forth in full, to clarify their respective responsibilities with respect to the Grant Funds and the IRWM Grant Agreement (“District MOU”).

G. The purpose of this Agreement is to memorialize Subrecipient’s responsibilities as a subrecipient of grant funds under the IRWM Grant Agreement and the District MOU.

H. Subrecipient understands and acknowledges that it is committing to install a specific amount of pipeline to extend the recycled water service and provide water for irrigation of parks serving disadvantaged communities by providing additional potable water offsets to the region and ensuring that these public open spaces can continue to support their communities.

The parties therefore agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Implementation of Sub-Project. Subrecipient shall construct and maintain the Sub-Project in accordance with the Work Plan and Schedule set forth in Exhibit A of the IRWM Grant Agreement and the Budget attached hereto as Exhibit “C” and incorporated herein as though set forth in full, consistent with the Subrecipient’s public project bidding procedures and requirements. Subrecipient shall act on GWMA’s behalf for purposes of management, oversight, compliance, operations and maintenance of the Sub-Project in accordance with this Agreement, the District MOU, and the IRWM Grant Agreement. Subrecipient shall immediately notify GWMA of events or proposed changes that could affect the scope, budget or work performed under this Agreement. Subrecipient shall not undertake any substantial change in the scope of the Sub-Project until Subrecipient has provided written notice of the proposed change to GWMA and the District and DWR have given written approval of the change.

1.2 Commitment to Cost-Share. The total cost of the Sub-Project is estimated to be One Million Four Hundred Ten Thousand Four Hundred Forty-Four Dollars (\$1,410,444). Subrecipient shall invest a minimum of Five Hundred Ninety-Five Thousand Six Hundred Forty-Four Dollars (\$595,644) of its own funds, which constitutes at least Forty-Two and Two-Tenths Percent (42.2%) of the total cost of the Sub-Project, to the Sub-Project, in accordance with the IRWM Grant Agreement. Subrecipient shall document and submit documentation reflecting the Subrecipient’s internal costs and total Sub-Project costs to GWMA to demonstrate the Subrecipient’s required cost share obligations under this Agreement prior to GWMA reimbursing the Subrecipient.

1.3 Professionals. Subrecipient shall only use licensed professional to perform services under this Agreement where such professional services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain a statement of the qualifications of the responsible registered professional(s). Completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

1.4 Subrecipient's Responsibility for Sub-Project Work. Subrecipient shall be responsible for all Sub-Project work and for persons or entities engaged in work performed pursuant to this Agreement, including contractors, subcontractors, suppliers and providers of services. Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Sub-Project, including payment disputes with contractors and subcontractors. Neither GWMA, DWR, nor the District will mediate disputes between Subrecipient and any other entity concerning responsibility for performance of work.

1.5 Prevailing Wages and Labor Compliance. Subrecipient shall 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. Subrecipient affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against certifies that it has a Labor Compliance Program ("LCP") in place or has contracted with a third party that has been approved by the Director of the California Department of Industrial Relations to operate an LCP. Subrecipient shall cause any contractor performing Sub-Project construction work to furnish a performance bond in favor of Subrecipient in an amount and a form as set forth in Section D.30 of the IRWM Grant Agreement.

1.6 Use of DWR Funds. Subrecipient shall use the Subrecipient Grant Funds solely for the construction of pipeline and the implementation of the Sub-Project pursuant to the terms and conditions of this Agreement and the applicable terms and conditions of the District MOU and the IRWM Grant Agreement. The Subrecipient Grant Funds shall be used solely to reimburse actual direct costs incurred by Subrecipient that have been paid by or are due and payable by Subrecipient to implement the Sub-Project. Subrecipient shall not use the Subrecipient Grant Funds for any costs identified in Section 7 of the IRWM Grant Agreement or "Indirect and General Overhead," as defined in Exhibit A of the IRWM Grant Agreement.

1.7 Compliance with District MOU and IRWM Grant Agreement. Subrecipient shall act on GWMA's behalf in the fulfillment of GWMA's responsibilities under the District MOU and the IRWM Grant Agreement where specified in the District MOU and the IRWM Grant Agreement, respectively. Subrecipient hereby acknowledges it is familiar with and agrees that it shall comply with all grantee responsibilities and requirements under and in accordance with the District MOU and the IRWM Grant Agreement.

1.8 Audited Financial Statements. Subrecipient shall demonstrate the availability of sufficient funds to complete the Sub-Project by submitting the most recent three (3) years of audited financial statements to GWMA for submission to the District and the DWR.

1.9 Compliance with CEQA. Subrecipient's activities supported by the Grant Funds are projects under the California Environmental Quality Act ("CEQA"). Subrecipient shall comply with CEQA requirements in the implementation of the Sub-Project. Subrecipient's work on the Sub-Project shall not commence until the DWR has reviewed and given environmental clearance to Subrecipient's CEQA documentation submitted by Subrecipient to GWMA in accordance with the IRWM Grant Agreement. Subrecipient's commencement of Sub-Project work that is subject to CEQA without environmental clearance by the DWR shall constitute a breach of a material provision of this Agreement.

1.10 Approvals, Entitlements and Permits. If public agency approvals, entitlements or permits are required for implementation of the Sub-Project, Subrecipient shall obtain such approvals, entitlements and permits and submit signed copies of the same to GWMA prior to commencement of Sub-Project work. If the Sub-Project is carried out on lands not owned by Subrecipient, Subrecipient shall obtain adequate rights-of-way for the useful life of the Sub-Project. As defined in the IRWM Grant Agreement, “useful life” means any period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented. Review or approval of Sub-Project applications, documents, permits, plans and specifications or other Sub-Project information by the DWR is for administrative purposes only and does not relieve Subrecipient of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Sub-Project.

1.11 Compliance with Urban Water Management Planning Act. Subrecipient certifies that the Sub-Project complies with the Urban Water Management Planning Act., to the extent applicable (Cal. Water Code, § 10610 et seq.).

1.12 For the useful life (as defined above) of the Sub-Project, Sub-Recipient shall maintain the Sub-Project in a good and efficient condition and shall effectuate all repairs, renewals, and replacements necessary to its efficient operation upon its construction, ordinary and reasonable wear and tear excepted. This Section 1.12 shall survive the expiration or earlier termination of this Agreement.

1.13 LACFCD Administrative Fee. Subrecipient agrees to allow District to be reimbursed by DWR in an amount not to exceed Thirty-Six Thousand Six Hundred Sixty-Six Dollars (\$36,666), which represents 4.5 percent of Subrecipient’s requested grant amount, for grant administrative costs, management, and project oversight efforts with respect to the IRWM and Grant Agreement and MOU requirements, which has been subtracted from the Subrecipient’s requested grant amount, as reflected in Exhibit B of the Grant Agreement. Subrecipient thereby agrees that it will be reimbursed Seven Hundred Seventy-Eight Thousand One Hundred Thirty-Four Dollars (\$778,134) by GWMA under this Agreement, consistent with and subject to the provisions of Section 2 of this Agreement.

1.14 GWMA Administrative Fee. Within thirty (30) days of the Effective Date, Subrecipient shall pay to GWMA an administrative fee in the amount of Twenty-eight Thousand Five Hundred Eighteen Dollars (\$28,518), which represents 3.5 percent of the requested grant amount, for GWMA staff administrative costs with respect to IRWM Grant Agreement and MOU requirements.

2. DISBURSEMENT OF FUNDS

2.1 Maximum Amount of Funds. Upon compliance with the requirements set forth in this Agreement, GWMA shall reimburse Subrecipient an amount not to exceed Seven Hundred Seventy-Eight Thousand One Hundred Thirty-Four Dollars (\$778,134), which shall constitute GWMA’s full obligation to Subrecipient, unless GWMA receives additional funds from the DWR and/or District for the completion of the Sub-Project. If the funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-Grant Funds necessary to complete the Sub-Project. Reimbursement, if any, by GWMA is conditioned upon receipt of such

funds by GWMA from the DWR and obtaining all required approvals from the DWR, including environmental clearances. If the Grant Funds are not forthcoming from the DWR for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds.

2.2 Cost Overruns. At no time shall GWMA or a non-participating GWMA member be liable for any cost associated with the Project, including the Sub-Project. In the event that the Grant Funds are not forthcoming from the DWR for any reason, or if the Funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way, neither GWMA nor the GWMA members that are not named as the Subrecipient under this Agreement shall be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the Grant Funds are not forthcoming for any reason, or in the event that the Funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way.

2.3 Method of Payment. GWMA shall make reimbursements to Subrecipient upon Subrecipient's submittal of, and GWMA's approval of: (i) a detailed invoice for Sub-Project costs incurred containing the information required in Section 8 of the IRWM Grant Agreement, and supporting documentation; (ii) deliverables, as specified in Section 14 and Exhibits A and F to the IRWM Grant Agreement; (iii) the plans, specifications, environmental documentation and monitoring plan described in Section 5 of the IRWM Grant Agreement; (vi) evidence of compliance with the groundwater compliance options set forth on Exhibit G of the IRWM Grant Agreement; and (v) any other materials required by the IRWM Grant Agreement or District MOU. Subrecipient may submit reimbursement requests to GWMA only on a quarterly basis in January, April, July or September in each year for the term of this Agreement. Payments to the Subrecipient shall be subject to the retention requirements set forth in Section D.36 of Exhibit D of the Grant Agreement. GWMA shall not make the last reimbursement payment to Subrecipient until Subrecipient has shown it has completed the Sub-Project as set forth in Section 1.1 of this Agreement. To the extent the Funds actually have been received from LACFCD, GWMA shall pay Subrecipient for all expenses stated on the invoice, which are approved by GWMA pursuant to this Agreement no later than forty-five (45) days after receipt of payment from LACFCD provided the reports are also timely submitted and approved.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. Subrecipient shall proceed with and complete the Sub-Project in an expeditious manner.

3.2 Schedule of Performance. Upon DWR's written authorization of the Sub-Project, Subrecipient shall commence, prosecute and complete the Sub-Project as detailed under Section 1.1 of this Agreement within the time periods established in the Work Plan and Schedule in the IRWM Grant Agreement, unless extensions of such time periods have been approved in writing by GWMA. Subrecipient shall complete the Sub-Project no later than June 30, 2025.

3.3 Term. This Agreement shall commence on the Effective Date and, except as otherwise provided, shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 7.3 of this Agreement: (i) the entirety of the Sub-Project has been completed, (ii) all audits and reports have been submitted by Subrecipient to GWMA

pursuant to the IRWM Grant Agreement and the District MOU and (iii) District has released final disbursement to GWMA and Subrecipient has received final disbursement of the Grant Funds from GWMA pursuant to this Agreement, plus three years.

3.4 Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall transfer to GWMA: (i) any and all Grant Funds on hand that Subrecipient is not already obligated to pay to others for the Sub-Project; and (ii) any accounts receivable attributable to the use of the Grant Funds that Subrecipient is not already obligated to pay to others for the Sub-Project.

4. COORDINATION OF WORK

4.1 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the City Manager of the City of Downey or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by the Downey City Council.

4.2 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the GWMA Board of Directors.

4.3 Independent Contractor. Subrecipient is and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers' compensation laws.

5. MANDATORY LIABILITY COVERAGE

5.1 Coverage. Throughout the useful life of the Sub-Project, Subrecipient shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the Sub-Project constructed pursuant to this Agreement.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by joint risk pool as accepted by GWMA's Executive Officer, that shall provide that no cancellation, major change in coverage,

expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days' written notice to GWMA and the DWR prior to the effective date of such cancellation or change in coverage.

5.3 Additional Insurance Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, DWR, and District, and each of their officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. This insurance shall be issued by a company or companies admitted to transact business in the State of California. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Project to obtain liability coverage at least as comprehensive as required under this Section 5 of this Agreement and shall require GWMA, DWR, and District and their officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

5.5 Use of Insurance Proceeds. In the event of any damage to or destruction of the Sub-Project or any larger system to which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Sub-Project or its larger system. Subrecipient shall begin such reconstruction, repair or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

6. REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

6.1 Reports. Subrecipient shall prepare and submit detailed invoices regarding the Sub-Project to GWMA on a quarterly basis. Subrecipient shall prepare and submit progress and project reports to GWMA as required under the IRWM Grant Agreement. GWMA shall prepare and submit regional progress and project reports to the DWR to fulfill the GWMA's reporting obligations under the IRWM Grant Agreement. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the IRWM Grant Agreement, including, if applicable, the reporting requirements specified in Exhibit F of the IRWM Grant Agreement.

6.2 Audits and Records. GWMA, the DWR, the District, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing may review and copy any records and supporting documentation pertaining to the performance of this Agreement. DWR, at its option, may call for an audit of financial information relative to the Sub-Project, where DWR determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of Subrecipient and at Subrecipient's cost. The audit shall be in the form required by DWR. Subrecipient shall maintain such records for a possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subrecipient shall allow the auditor(s) access to such records during normal business hours and allow interviews of any

employees who might reasonably have information related to such records. Further, Subrecipient shall include a similar right of GWMA, District, and the State of California to audit records and interview staff in any contract related to performance of this Agreement.

6.3 Records. Without limiting the requirement in Section 9.3 of this Agreement to maintain Sub-Project accounts in accordance with generally accepted accounting principles, Subrecipient shall:

(a) Establish an official file for the Sub-Project that adequately documents all significant actions relative to the Sub-Project;

(b) Establish separate accounts that adequately and accurately depict all amounts received and expended on the Sub-Project, including all portions of Funds received under this Agreement;

(c) Establish separate accounts that adequately depict all income received that is attributable to the Sub-Project, especially including any income attributable to portions of Funds disbursed under this Agreement;

(d) Establish an accounting system that will adequately depict final total costs of the Sub-Project, including both direct and indirect costs;

(e) Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(f) If a Force Account is used by Subrecipient for any phase of the Sub-Project, establish an account that documents all employee hours and associated tasks charged to the Sub-Project per employee.

6.4 Inspections. The DWR, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Sub-Project sites at all reasonable times during Sub-Project implementation and thereafter for the useful life of the Sub-Project to ascertain compliance with the IRWM Grant Agreement and its goals.

7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Subrecipient shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

7.2 Assignment. Subrecipient shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

7.3 Termination. GWMA may terminate this Agreement if GWMA receives notice from the DWR or District that the IRWM Grant Agreement has been terminated by giving written notice to Subrecipient. In the event of the DWR's termination of the IRWM Grant Agreement upon the violation by GWMA, Subrecipient or any other GWMA Member subrecipient of any material provision of the IRWM Grant Agreement, Subrecipient shall, upon demand, immediately repay to the DWR an amount equal to the Subrecipient IRWM Grant Funds distributed to Subrecipient prior to such termination. In the event of such termination, interest shall accrue on Subrecipient's amounts due at the highest legal rate from the date that notice of termination is mailed to GWMA from the DWR to the date Subrecipient's full repayment.

7.4 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.5 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.7 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

7.9 Damages for Breach Affecting Tax Exempt Status. In the event that any breach of any of the provisions of this Agreement by Subrecipient results in the loss of tax exempt status for any state bonds, or such breach results in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, Subrecipient shall immediately reimburse the DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

8. INDEMNIFICATION

8.1. Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA, the DWR, and the State (collectively, the “Indemnitees”) harmless from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, arising out of, resulting from or in any way connected with (1) the Sub-Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction of the Sub-Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement and any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Section 13304 of California Water Code and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Sub-Project site(s); or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by Subrecipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Subrecipient shall pay and discharge any judgment or award entered or made against the Indemnitees with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this Section 8.1 shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Computer Software. Subrecipient certifies that it has appropriate systems and controls in place to ensure that the Subrecipient Grant Funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9.2 Conflict of Interest. Subrecipient certifies that it is in compliance with applicable state and federal conflict of interest laws.

9.3 Fiscal Management Systems and Accounting Standards. Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of the Subrecipient Grant Funds to a level of expenditure adequate to establish that the Subrecipient Grant Funds have not been used in violation of state law, this Agreement, the District MOU, or the IRWM Grant Agreement. Subrecipient shall maintain separate Sub-Project accounts in accordance with generally accepted accounting principles.

9.4 Nondiscrimination. During the performance of this Agreement, Subrecipient and its consultants and contractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental

disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Subrecipient and its consultants and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its consultants and contractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Regs., tit. 2, § 11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations, are incorporated into this Agreement by this reference and made a part hereof as if set forth in full. Subrecipient and its consultants and contractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any. Subrecipient shall include the nondiscrimination and compliance provisions in this Section 9.4 in all subcontracts to perform Sub-Project work under this Agreement. Subrecipient's failure to carry out the requirements set forth in this Section 9.4 and applicable requirements in Part 33 of Title 40 of the Code of Federal Regulations is a breach of a material provision of this Agreement that may result in its termination.

9.5 Discovery of Potential Archeological or Historical Resources. Should potential archeological or historical resources be discovered during implementation of the Sub-Project, all Sub-Project work in the area shall cease until (1) a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources and (2) the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. Subrecipient shall implement appropriate actions as directed by the Division.

9.6 Discovery of Unexpected Endangered or Threatened Species. Should federal or state protected species, as defined in the federal and state Endangered Species Acts, be unexpectedly encountered during implementation of the Sub-Project, Subrecipient shall promptly notify GWMA. This notification is in addition to Subrecipient's obligations under the federal and state Endangered Species Acts.

9.7 Rights in Data. All data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes and other written or graphic work produced in the performance of this Agreement shall be in the public domain. Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgment of credit to the DWR for financial support. Subrecipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

9.8 Travel and Per Diem. If allowed, any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. Reimbursement shall be at the state travel and per diem amounts that are current as of the date costs are incurred by Subrecipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the DWR's Grant Manager.

9.9 Notices.

(a) Subrecipient shall notify GWMA prior to conducting construction, monitoring, demonstration or other implementation activities such that GWMA, District, and/or DWR staff may observe and document such activities.

(b) Subrecipient shall promptly notify GWMA in writing of completion of work on the Sub-Project and for any reasons stated in Section 18 of the IRWM Grant Agreement.

(c) Subrecipient shall promptly notify GWMA in writing of any cessation of all major construction work on the Sub-Project where such cessation of work is expected to or does extend for a period of thirty (30) calendar days or more and of any circumstance, combination of circumstances, or condition, that is expected to or does delay completion of construction for a period of ninety (90) calendar days or more beyond the estimated date of completion of construction previously provided.

(d) Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Subrecipient's and GWMA's regular business hours or by facsimile before or during regular business hours; or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 9.9(d). All notices shall be delivered to the parties at the following addresses:

To GWMA:	Attn: Grace J. Kast, Executive Officer Gateway Regional Water Management Authority 16401 Paramount Boulevard Paramount, California 90723 Facsimile: 562-634-8216
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To Subrecipient:	Attn: City Manager City of Downey 11111 Brookshire Ave. Downey, California 90241 Facsimile: 562-904-7274
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9.10 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.11 Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

9.12 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.13 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.14 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.15 Exhibits; Precedence. Exhibits A, B, and C are incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A, B, and C, the provisions of this Agreement shall prevail, except that all state grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.16 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this Agreement on the date stated in the introductory clause.

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,

City of Downey,
a California municipal corporation

a California Joint Powers Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
IRWM GRANT AGREEMENT

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

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 May 6, 2023 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 December 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2028
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$20,335,000.
- 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.** 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):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice (\$0 Invoices are acceptable) and all invoice backup documentation. 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".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. 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.
 - ii. 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 permits, as indicated on the Environmental Information Form to the State,

- b) All 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 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.

iii. 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 May 5, 2023 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 (e.g., bridge loans).
- 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. 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.
 - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 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 <choose one: quarterly/monthly>, 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: P.O. Box 942836 Sacramento, CA 94236.
- vi. .

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 Standard Condition 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 Standard Condition 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:

- A. 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.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. 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 2022 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 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant 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 2022 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 2022 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

<Grantee agency/company Name>

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<Grantee agency/company Name>

Pavel Zakusilo
Engineer
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 651-9254
Email: Pavel.Zakusilo@water.ca.gov

<Grantee Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

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 and Cost Share Guidelines 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

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

EXHIBIT A
WORK PLAN

PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: Los Angeles County Flood Control District (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

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

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Regional Recycled Water Expansion Project

IMPLEMENTING AGENCY: Gateway Water Management Authority

PROJECT DESCRIPTION: The project const approximately 6,000 linear feet of pipeline to the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey to extend the recycled water service and provide water for irrigation of parks serving disadvantaged communities. Together, these facilities will bring 82 acre feet (AF) of potable water offsets to the region at a critical time during Southern California's drought and ensure that these public open spaces can continue to support their communities.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Introduction and use of recycled water at Furman Park in the City of Downey for landscape irrigation purposes was included as part of the Feasibility Study conducted for Furman Park as part of Measure W Safe, Clean Water Program Furman Park Stormwater Capture and Infiltration Project. The City of Bell Gardens also completed studies to verify feasibility for installing recycled water main extensions at Veterans Park and Suva Elementary School.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Downey Public Works Encroachment Permit, State Water Resources Control Board Division of Drinking Water Recycled Water Main Plan Approval, Los Angeles County Flood Control District Water Discharge Permit, Los Angeles County Sanitation District Waste Discharge Permit, and Los Angeles County Department of Public Health Recycled Water Plan Approval.

Deliverables:

- Permits as required

Task 7: Design

100% Design Plans and Specifications have been completed for both the City of Bell Gardens and City of Downey components.

Deliverables:

- 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: For the City of Downey, mobilization and demobilization will include securing a staging area, mobilization of construction equipment, delivery of approved construction materials, and delivery of sanitary facilities for construction staff. For the City of Bell Gardens, it will include securing a staging area, mobilization of construction equipment, installation of advance warning changeable message signs indicating construction ahead, expect traffic delays, delivery of approved construction materials, and delivery of sanitary facilities for construction staff.

11(b): Site preparation: For the City of Downey, site preparation will include installation of traffic control and pedestrian signage, posting of No Parking signage, construction surveying, and saw cutting of interfering asphalt and concrete. For the City of Bell Gardens, site preparation will include two (2) weeks advance written notice to residents, tenants, businesses impacted by construction activities, two (2) day notice to residents, tenants and businesses impacted by construction as No Parking signs are installed along with traffic control and pedestrian signage, construction surveying, saw cutting of applicable interfering asphalt and concrete, temporary striping as required.

11(c): Construction: the project will extend recycled water service by constructing approximately 6,000 linear feet of pipeline in the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey. Work shall include but not be limited to installation of new recycled water main, water service lines, meters and boxes; installation of gate valves, thrust blocks, and fittings, onsite recycled water service lines, and other associated facilities; abandonment and removal of existing potable water service lines, connections, and meters; clearing and grubbing; trenching, backfilling and compacting; asphalt concrete (AC) pavement reconstruction; reconstruction of miscellaneous Portland cement concrete improvements, landscaping, irrigation, and other existing improvements disturbed during the course of construction; traffic control; and all labor, tools, materials, equipment, and appurtenant work necessary for the proper construction of the contemplated improvements, in accordance with Plans and Specifications.

Retrofit work shall include installation of recycled water identification and signage, cross connection testing in coordination with Los Angeles County Department of Public Health (LAC DPH) requirements, and final connection and approval of recycled water use at the associated sites.

Deliverables:

- Photographic Documentation of Progress

Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

IMPLEMENTING AGENCY: City of South Gate (City's)

PROJECT DESCRIPTION: The project will replace approximately 7,000 feet of 1950's cast iron mains with new water mains in Zone 12 of the City's distribution system. The City will pressure test, disinfect, and conduct bacteriological testing. The project will provide 50 acre feet per year of improved water quality with the water main replacements and increase operational efficiency for the entire water system. As a part of this project, the City is partnered with community-based organizations to engage and educate the community on steps being taken to help address discoloration issues within the system.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 project is part of the City of South Gate Water Master Plan 2019. Replacement of these mains was recommended in the City of South Gate Water Master Plan 2019 within a 5-year time frame based on the capacity and main break evaluation.

Deliverables:

- City of South Gate Water Master Plan 2019

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Plan review for a main separation waiver from the State Water Resources Control Board, Division of Drinking Water and a no fee excavation permit from the Public Works Department at the commencement of construction.

Deliverables:

- Permits as required

Task 7: Design

The City is completing design of a set of the Zone 12 water main replacements, with 100% Design Plans and 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/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 will include bringing and setting up the necessary equipment to the site. Equipment will include trucks, machines, tools, and workers to the site. Required equipment and materials for project materials will be mobilized.

11(b): Site preparation will include establishing where pipelines or mains to be replaced are located and marked to verify exact coordinates. Pot-hole existing utilities. Notification to public.

11(c): Construction will include excavation to access, remove and replace existing pipes. Installation of new water mains, pressure testing, disinfecting, and conducting a bacteriological test. Improvements will be made to the site including replacing undersized or leaking water mains, and unlined cast iron pipes that have deteriorated. Coordinate shutdowns. Pipeline replacements are being coordinated with road resurfacing efforts in order to improve the overlying road after replacing the water main.

11(d): Engagement will include working with community-based organizations to conduct community engagement for the project. Activities may include hosting community workshops, supporting the development and use of educational materials, door-knocking outreach to residents, and engaging with schools. These activities will help community members learn about local water supplies, understand water quality, and be aware of the work being done to improve South Gate's distribution system

Deliverables:

- Photographic Documentation of Progress
- Outreach and Engagement materials (e.g., workshop summaries, educational materials, etc.)

Project 3: Las Virgenes Creek Restoration Project Phase III

IMPLEMENTING AGENCY: City of Calabasas

PROJECT DESCRIPTION: The project will provide flood protection benefits by removing fish barriers and other obstructions, stabilizing banks, and restoring the riparian understory that will culminate in the creation of 27 acres of hydrodynamic creek bed that will mitigate the severity of major flood events. The project will also provide ecosystem and habitat restoration benefits by restoring the 1.5 mile site, or approximately 27 acres cleared of burned and broken trees. Over 400 linear feet of bank will be established through bio-engineering methods. It is estimated that the project will enhance 13.8 acre-feet per year (AFY) of natural water resource.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 feasibility study is currently being prepared. The study will include hydrology and water quality flow rate, outfall BMP options, landscape and vegetation plans, and monitoring plan.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: California Department of Fish and Wildlife Lake or Streambed Alteration Agreement (Section 1600), United States Army Corps of Engineers Clean Water Act Section 404 Permit and Los Angeles Regional Water Quality Control Board 401 Water Quality Certification.

Deliverables:

- Permits as required

Task 7: Design

Concept and final designs have been developed for bank stabilization; storm drain outlet retrofit & plant rehabilitation.

Deliverables:

- 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, site preparation, and demobilization activities include transporting equipment and materials to and from the project site.

11(b): Implementation activities will include clearing burned and broken trees and the planting of new native oak trees in approximately 27 acres along the Las Virgenes Creek. Site restoration will include the removal of fish barriers and other obstructions, as well as restoration of riparian understory. Over 400 linear feet, almost 1.5 acres of bank, will be stabilized through bioengineering methods. Rip rap will be installed in front of 25 outlets and natural erosion control blankets will cover slopes that are in danger of failing.

Deliverables:

- Photographic Documentation of Progress

Project 4: Drought Resiliency Water Conservation Program

IMPLEMENTING AGENCY: Las Virgenes Municipal Water District

PROJECT DESCRIPTION: The project is a three-way partnership between Las Virgenes Municipal Water District (LVMWD), West Basin Municipal Water District (WBMWD), and Los Angeles County Public Works – Waterworks District #29 (Public Works), collectively known as the partners. The project will implement a regional water conservation program and will reduce water use by incentivizing the removal of approximately 110,000 square feet of turf and installing native and drought tolerant plants. Additionally, the project is estimated to provide 650 residential audits, 400 smart sprinkler timers, 135 flow monitoring meters, 450 drip irrigation kits, 400 rain barrels, 6 cisterns, and X firescaping classes. The project will conserve approximately 58 acre-feet per year (AFY) of potable water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Not applicable.

Deliverables: N/A

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: Implementation:

Implementation activities include:

- Turf Removal Rebates: The Partners will be adding additional turf removal funding in order to increase the current \$2 per square foot rebate to a \$5 per square foot rebate. Rebates will incentivize the removal of approximately 110,000 square feet of turf and installation of native and drought tolerant plants.
- Landscape Surveys (Audits): Both LVMWD and Public Works have active vendors that will provide approximately 650 landscape surveys as part of this project. The agencies will utilize the prior survey data to contact customers and offer the new project.
- Smart Sprinkler Timers and Installations: A licensed contractor will be hired to perform the installation and programming of approximately 400 smart sprinkler timers, per manufacturer specifications.
- Flow Monitoring Meters: LVMWD and Public Works will promote the Flow Monitoring Meters and provide approximately 135 of them to their customers. The agencies will utilize the data to alert residents of any possible leaks.
- Garden in a Box and Drip Irrigation Kits: The partners will coordinate to offer free landscape classes to educate residents about low water use plants and how to install drip irrigation systems. Approximately 450 kits will be provided to residents, and they will be required to install within 60 days and provide photographic proof.
- Rain Barrels: The partners will coordinate small one-day distribution events or will provide vouchers to qualifying residents with up to two (2) free or 50% cost share rain barrels. The project will provide approximately 400 rain barrels, which can hold up to 50 gallons.
- Cisterns: The partners will work with North Santa Monica Bay Watershed Coordinator (Watershed Coordinator) the Resource Conservation District of the Santa Monica Mountains (RCDSMM) and Accelerate Resilience LA (ARLA) to create a streamlined template process. The Watershed Coordinator has several sites ready for this project. They will help the Project Partners to work with the cities and L.A. County to obtain any required permits or inspections for approximately 6 larger cisterns.

Deliverables:

- Photographic Documentation of Progress
- Surveys, or Site visit reports (pre and post) to measure water use and confirm installations;
- Maps with geographic locations of program participants;
- Monthly water conservation savings report during active Program Period

Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

IMPLEMENTING AGENCY: City of Malibu

PROJECT DESCRIPTION: The project will construct the second phase of the Civic Center Water Treatment Facility (CCWTF), expanding the facility's capacity from 190,000 gallons to 350,000 gallons of wastewater per day. The project will also design and construct recycled water pump stations and the transmission mains needed to capture and deliver recycled wastewater to an additional ~445 properties. The project will provide approximately 179-acre feet per year of recycled water and will bolster the Malibu Valley groundwater basin against saltwater intrusion by discharging treated effluent directly into the basin.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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 City of Malibu has prepared a Feasibility Study (Final Design Report).

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse in January of 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: South Coast Air Quality Management District (SCAQMD)- Rule 43 Fugitive Dust; Odor Control System; Stand-by Generator; United States Fish and Wildlife Service - Endangered Species Act Compliance; Los Angeles Regional Water Quality Control Board - National Pollutant Discharge Elimination System Construction; Discharges of Groundwater from Construction Dewatering to Surface Water; Discharges of Low Threat Hydrostatic Test Water to Surface Water; California Department of Water Resources - Encroachment Permit; and City of Malibu - Building Permit.

The following permits are anticipated to be acquired for this project: Los Angeles County- Encroachment Permit; Los Angeles Department of Public Works- Encroachment Permit; City of Malibu- Encroachment Permit; and City of Malibu- Building Permit

Deliverables:

- Permits as required

Task 7: Design

The Project is Phase 2 of the City of Malibu's planned expansion of the CCWTF. The Basis of Design report was completed in 2017. Design of Phase 2 was completed in February 2021. The design includes the expansion of the CCWTF collection system to approximately 450 homes and increase the capacity of the treatment plant from 191,000 gallons per day to 350,000 gallon per day.

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 <Add applicable detail>

11(b): Site preparation will include over excavation to provide stable excavation bottom, off-haul of export soils and unsuitable for fill materials.

11(c): Construct:

- Modifications and additions to existing pump stations, headworks, equalization basin, UV disinfection area, solids storage tank and blowers building, chemical area and membrane area.
- Install biological reactors, membrane equipment system, trojan UV disinfection equipment, site electrical and I&C, and solid thickening membrane equipment system.
- Install approximately 34,000 linear feet of pipeline throughout Malibu Colony, Serra Canyon, Surfrider Beach, Malibu Canyon, Vista Pacifica/De Ville Condominiums including installing Malibu Colony, Malibu Lagoon, Malibu Creek and Crumpacker Lift stations.
- Modifications to Injection Well No. 3
- Dewatering in Serra and Malibu Colony
- Shoring, Sheet piling and Bracing

Deliverables:

- Photographic Documentation of Progress

Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

IMPLEMENTING AGENCY: Los Angeles County Waterworks District No. 29

PROJECT DESCRIPTION: The project will construct approximately 7,127 feet of new 12-inch diameter steel waterline, valves, and pressure regulating stations to establish a new interconnection between Los Angeles County Waterworks District No. 29 (District 29) and Las Virgenes Municipal Water District (LVMWD). The project will improve emergency preparedness, disaster response, and water supply reliability for customers in the District 29 service area by providing approximately 2,421 acre-feet per year (AFY) of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report was completed as part of the project development process.

Deliverables:

- Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse and Los Angeles County Clerk in May 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Los Angeles County Department of Regional Planning Coastal Development Permit; City of Malibu Coastal Development Permit; and City of Malibu Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

100% percent design plans and specifications are completed for the waterline and pressure reducing stations. Approval of the final design requires City of Malibu and Los Angeles County Department of Regional Planning approvals.

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 include mobilization of equipment and materials, preparing the site with performance testing of all the components to ensure proper function and compliance with final design, construction of approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances, and demobilization of equipment and materials.

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilize and demobilize equipment and materials to and from project site.

11(b): Prepare site by conducting performance testing of all the components to ensure proper function and compliance with final design.

11(c): Construct approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 7: Van Ness Avenue Well Field Project

IMPLEMENTING AGENCY: City of Torrance

PROJECT DESCRIPTION: The project will drill three new water wells, upgrade a booster pump station, and construct a transmission main to provide the City of Torrance an additional water supply of approximately 5,620-acre feet per year for use during a drought or emergency. The pumped groundwater will be piped to an existing groundwater production facility and will be distributed to the central part of Torrance through the existing pipe network.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: City Excavation Permit obtained for transmission main.

The following permits are anticipated to be acquired for this project: State Water Resources Control Board, Division of Drinking Water Permit, obtained with facility is completed, if required.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications will be completed.

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 project will be contracted as a design-build 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 include:

11(a): Mobilization and demobilization activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Install: The project will drill three new water wells. Well #12 will be drilled on City property at 185th Street and Purche Avenue. Well #13 will be drilled at the west corner of La Carretera Park. Well #14 will be drilled at the southeast corner of Descanso Park.

Deliverables:

- Photographic Documentation of Progress

Project 8: Manhattan Beach Coastal Restoration and Resiliency Project

IMPLEMENTING AGENCY: City of Manhattan Beach (City)

PROJECT DESCRIPTION: The project will implement stormwater treatment by installing approximately: 6 Centralized High Flow Capacity Treatment Devices at stormwater outfalls, 2 trench inlet filters, 18 distributed catch basin connector pipe screens and drop basket screens, and 8 inlet filter inserts. These grey infrastructure installations will reduce the amount of human generated trash by approximately 1,658 gallons annually. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Preliminary Design Approach was completed as part of the Project development process.

Deliverables:

- 2022 Preliminary Design Approach

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Coastal Development Permit from the California Coastal Commission; and Connection Permits from the Los Angeles County Flood Control District.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications have been completed.

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 include transportation of equipment and materials to the project site, setting up temporary facilities (e.g., portable bathrooms, field office), and installation of six (6) Centralized High Flow Capacity Treatment Devices at strategic stormwater outfalls, i.e., continuous deflection separation units (i.e., swirl concentrator hybrid technology that uses continuous deflective separation to screen, separate and trap debris, sediment, and hydrocarbons from stormwater runoff); two (2) trench inlet filters; eighteen (18) distributed catch basin connector pipe screens and drop basket screens; eight (8) inlet filter inserts. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline. The restoration project involves the removal of non-native vegetation, seeding/planting of native vegetation, strategic installation of temporary sand fencing as vegetation establishes, installation of symbolic fencing on existing pathways, and installation of educational features like interpretive signage. Demobilization will include transportation of equipment and materials from the project site.

Deliverables:

- Photographic Documentation of Progress

Project 9: Harbor South Bay Water Recycling Project

IMPLEMENTING AGENCY: West Basin Municipal Water District

PROJECT DESCRIPTION: The project will extend a combined total of approximately 6,700 linear feet of new recycled water pipelines for landscape irrigation at public parks and schools located within the cities of Carson and Gardena. The laterals will be constructed within public right of way and will serve the following locations: Peary Middle School, Mas Fukai Park, Curtiss Middle School, and Mills Memorial Park. Use of recycled water for irrigation purposes will bring needed sustainable water supplies to these communities by reducing reliance on imported drinking water by nearly 60 acre-feet annually.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for the Mills Park Recycled Water Lateral with the State Clearinghouse and the County Clerk of Los Angeles in August 2009. Complete environmental review pursuant to CEQA for all other project locations. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Carson Encroachment Permit; City of Gardena Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

Design recycled water laterals with United States Army Corps of Engineers (USACOE) support. Plans will be prepared to the corresponding jurisdictional standards in the city where the project is located. A pre-design report will be prepared to establish the basis of design and will identify the alignment, pipe material and methods of installation, hydraulic calculations, permit requirements and processing, preliminary cost estimates, and construction schedules. The final pre-design report will be certified by a State Professional Engineer.

The pre-design report will guide design. Geotechnical soil testing will be performed, and information will be incorporated into the design. Utility search will start with the pre-design component; those existing utilities will be incorporated into the design plans. Potholing will be performed to identify and mitigate conflicts. Plans and Specifications will be prepared following USACOE standard templates. The Plans and Specifications are expected to be submitted at a 60%, 90% and 100% design level. Final cost estimates will be calculated. Plans will be submitted to the corresponding jurisdictional entity for approval. Traffic control plans will be prepared following the jurisdictional entities requirements and submitted for approval.

Upon completion and review of the 100% design submittal, the construction bid package will be assembled, signed, and used for advertisement of bid solicitation.

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 includes construction related activities to take project site photos prior to starting of construction, shop drawing submittal, and service yard preparation.

11(b): Site preparation will include performing field surveys, crossing utility potholing, signage installation, and saw cutting.

11(c): Installation will include material procurement, trenching, traffic control installation, install approximately 6,700 linear pipe and related appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 10: Healthy Pocket Parks and Schools

IMPLEMENTING AGENCY: Los Angeles Neighborhood Land Trust (LANLT)

PROJECT DESCRIPTION: The project will remove approximately 40,000 square feet of asphalt surfaces and replace it with a 2-acre multi-benefit green schoolyard at 52nd Street Elementary School (School) located in South Los Angeles. The project will maximize greening opportunities at the School by planting trees and installing over 20,000 square feet of new California native habitat and 20,000 square feet of green infrastructure swales to capture, slow, and clean runoff. Other features include a new California native turf field. The project will capture approximately 1.3 acre-feet per year (AFY) of rainfall that falls onsite, which reduces the School's flood risk.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Procure a design consultant team to prepare a site survey and conduct a geotechnical investigation to determine soil composition, location of water table, infiltration potential, etc.

The conceptual design for the project was based on preliminary feedback from school and district staff. The elements included are typical school greening features and will be refined based on any additional community identified priorities once the project is underway.

Work with students, staff, and community-based organizations, to conduct community engagement for the project. Activities may include design workshops, educational programming discussions, and surveys. The engagement will focus on getting a sense for how the students, teachers, and community members intend to use the school yard and identify ways to reconfigure the space to allow for significantly more green areas while also accommodating some of the needs for ball play and other classes that require hard surfaces while still providing for natural cooling through shade, habitat, and stormwater infiltration where possible.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Outreach and Engagement materials (e.g. workshop summaries, educational materials, etc.)
- Geotechnical study
- Site 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 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. Manage construction by coordinating with contractors/landscape architects, processing change orders, etc.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include setting up equipment and bringing necessary equipment to the site (i.e., trucks, machines, tools, and workers); preliminary grading and site clearing for project construction; removal of 40,000 square feet of impermeable asphalt surface; installation of 20,000 square feet of new native turf; installation of 20,000 feet of planted swales; and approximately 30 shade trees; and demobilization of project equipment.

Deliverables:

- Photographic Documentation of Progress

Project 11: City of Burbank Advanced Metering Infrastructure Upgrade

IMPLEMENTING AGENCY: City of Burbank

PROJECT DESCRIPTION: The project will upgrade the City of Burbank's Advanced Metering Infrastructure (AMI) system and retrofit or replace lids for wireless connectivity, improving interface with Burbank Water and Power's (BWP) existing customer information systems. The project will replace an estimated 8,000 AMI transmitters in single-family residences and an estimated 19,089 transmitters throughout the City of Burbank (City) where the existing AMI has failed or is needing replacement. The project will conserve approximately 512 acre feet per year of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

Design of the project was completed in September 2022.

Deliverables:

- Final Plans & 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 activities include transportation of equipment and materials to and from the project site.

11(b): Installation of collectors to wirelessly communicate with water meters and receive meter data through secure connection to offsite services. Installation and configuration of server software to manage network and meter data remotely. The meter data management system (MDMS) will be installed, and various software functions will be developed, deployed, and delivered to BWP's users and customers. BWP's utility billing system representative will integrate network information and MDMS with Customer Information System (CIS), including uploading mass information on meter exchanges. The MDMS will also be integrated with the MDMS of Record, the utility billing portal, and the customer portal, WaterSmart. The AMI/MDMS analytical tools will translate complex data into easily understood information, allowing customers to analyze their water use for improved water conservation.

Deliverables:

- Photographic Documentation of Progress

Project 12: La Crescenta Green Improvement Project

IMPLEMENTING AGENCY: Los Angeles County Public Works

PROJECT DESCRIPTION: The project will construct 30 drywells, 15,000 square feet of bioswales, and 19,000 square feet of permeable pavement to capture, treat, and infiltrate all urban runoff and up to the 85th percentile, 24-hour storm runoff volume from a 150-acre drainage area in the Los Angeles River Watershed. In addition to the stormwater and flood management benefits, the project will also provide a water supply benefit of 40 acre feet per year (AFY) by removing more than 60% of total metals and 64% of bacteria and nutrients that are currently discharged to Arroyo Seco Reach 2. Stormwater and dry weather runoff will be recharged in the Verdugo Groundwater Basin, which will help replenish local water supplies for the region.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Two Feasibility Studies were completed as part of the project development process. A geotechnical investigation was completed to assess the project location for suitability of infiltration. A hydrology study was completed to classify the overall project drainage area as well as pertinent design criteria related to planned runoff volumes. Additional feasibility studies will be completed.

Deliverables:

- Geotechnical Investigation
- Hydrology Study
- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Permit to Enter from property owners; Encroachment Permit from the CA Department of Transportation; Traffic Control Permit from the City of Glendale.

Deliverables:

- Permits as required

Task 7: Design

The Project design will be developed.

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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of 30 drywells, 15,000 square feet of bioswales, and approximately 19,000 square feet of permeable pavement

Deliverables:

- Photographic Documentation of Progress

Project 13: Whitsett Fields Park North Stormwater Capture Project

IMPLEMENTING AGENCY: Los Angeles Department of Water and Power

PROJECT DESCRIPTION: The project will install a diversion structure, a storm drainpipe alignment, a hydrodynamic separator, and a subsurface infiltration gallery to divert stormwater and urban runoff from a 78" storm drain at Raymer Street into an underground infiltration gallery at Whitsett Fields Park (Park), a 30-acre park located in North Hollywood. Urban and stormwater runoff from an approximately 303-acre drainage area will be infiltrated to replenish the San Fernando Groundwater Basin (Basin), a source of local water supply for the region. The project will provide a primary water supply benefit of approximately 185 acre-feet per year (AFY).

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The 2018 Whitsett Fields Park North Stormwater Capture Study was completed as part of the Project development process.

Deliverables:

- 2018 Whitsett Fields Park North Stormwater Capture Study

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for this project with the State Clearinghouse (SCH) in September of 2021 (SCH 2021010053). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Construction Stormwater General Permit from the State Water Resources Control Board; Encroachment Permit from the California Department of Transportation; Flood Control Permit from the Los Angeles County Public Works.

Deliverables:

- Permits as required

Task 7: Design

Final designs for the Project have been completed.

Deliverables:

- 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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation activities will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of a diversion structure located at the 78-inch storm pipe on Raymer Street, a storm drainpipe alignment along Raymer Street and Whitsett Avenue, a hydrodynamic separator located on Raymer Street outside the park area and upstream of the infiltration gallery, and one subsurface infiltration gallery located underneath the open field and baseball diamonds with an approximate area of 39,640 square-feet. The depth below ground to the top of the infiltration gallery will be approximately 11 feet.

11(d): upgraded park irrigation system; addition of approximately 70 trees and accent landscaping to be around the park perimeter; addition of educational signage that will engage the community and promote sustainability awareness, and a new hydration station.

Deliverables:

- Photographic Documentation of Progress

Project 14: Bowtie Demonstration Project

IMPLEMENTING AGENCY: The Nature Conservancy

PROJECT DESCRIPTION: The project is a multi-benefit stormwater management and habitat enhancement demonstration project that is located on approximately 3 acres of the Bowtie Parcel's northern-most area. The project will daylight a storm drain that lies beneath the site and will divert water from the storm drain onto the site through a natural arroyo. A seasonal wetland will be created to slow and capture water. The existing infrastructure for the storm drain will remain in place, underground, to enable conveyance of larger storms, preventing the site from being eroded by fast-moving waters under the most intense storm conditions. The project will improve water quality, create green space in an urban area, reduce greenhouse gas emissions, promote community engagement and education, restore native habitat, and increase community resilience to climate change. The project will implement natural infrastructure to treat an estimated 481 acre-feet per year (AFY) of dry weather flows from a 2,775-acre drainage area for onsite reuse.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs feasibility study was completed as part of the Project development process.

Deliverables:

- Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Removal Action Workplan Approval from the California Department of Toxic Substances Control; Construction Stormwater Permit from the Los Angeles Regional Water Quality Control Board; Flood Control Permit from the Los Angeles County; Encroachment Permit from the Los Angeles Department of Water and Power; Other permits as required.

Deliverables:

- Permits as required

Task 7: Design

Early conceptual designs for the Project are included in the Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs.

Deliverables:

- 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 activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction will include daylighting the large storm drain from the existing pipeline and diverting the water onto State Parks property through a constructed wetland that meanders along the site. The wetland and surrounding areas will be planted with native vegetation that can withstand times of high water and also periods of dry weather conditions. A Contech Vortech Separator and a Contech Jellyfish Filtration Unit for treatment and filtration of flows will be installed.

Deliverables:

- Photographic Documentation of Progress

Project 15: Advanced Meter Infrastructure (CII)

IMPLEMENTING AGENCY: Valley County Water District

PROJECT DESCRIPTION: The project will replace approximately 1,263 commercial, industrial, and institutional (CII) water meters throughout the Valley County Water District (VCWD) service area, which serves the cities of Baldwin Park, Irwindale, West Covina, and Azusa. This will allow VCWD to measure customers' water usage accurately and increase the ability to detect water leaks. The project also includes the installation of a meter testing stand to provide a better mechanism to test for nonfunctioning, leaking or otherwise inefficient meters. This test will allow for more frequent, effective, in situ meter testing. This will significantly cut down on unaccounted for water losses throughout the service area with much greater efficiency. The project will conserve approximately 200 acre feet per year (AFY) of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles, County Clerk in November of 2022. 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.

Deliverables: N/A

Task 7: Design

Design of the project is complete. An assessment of the existing meter conditions has also been completed. The necessary research to identify available technologies has also already been completed; a pilot study was carried out using two different technologies.

Deliverables:

- Report on existing meter age; number of meters, size of meters, age of meters
- Installation Plan
- Meter 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

Not applicable.

Deliverables: N/A

Task 10: Construction Administration

All work will be completed in-house by VCWD staff.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Installation of advanced water meters will include removal of existing meters and replacement with new units at approximately 1,263 CII 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

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Project 16: Los Angeles County Rubber Dams Project

IMPLEMENTING AGENCY: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The project will install five rubber dams across Los Angeles County. Three of the five rubber dams are located within channels and divert water to existing spreading grounds. The two remaining rubber dams will be installed in the San Gabriel River and will primarily be used to hold, capture, and later release storm water to downstream spreading grounds. The project will divert approximately 3,500 acre-feet per year (AFY) for groundwater recharge into the Main San Gabriel and Central Groundwater Basins and will conserve approximately 9,261,000-kilowatt hour (kWh) of energy per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed for the rubber dams in Citrus Spreading Grounds, Forbes Spreading Grounds, and Walnut Spreading Basin in September 2022 at the Los Angeles County Clerk. Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. 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.

Deliverables: N/A

Task 7: Design

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: The contractors will mobilize a crane onsite. Once performance testing has been signed off and approved, the contractors will demobilize.

11(b): Site preparation: The crane will remove the existing rubber dam bladder and to position the new rubber dam. The majority of the work will be completed with handheld tools and will require minimal clearing of debris from around the project site

11(c): Construction will involve removal and disposal of the old rubber dam bladders, and installation of a new rubber dam bladders in accordance with the plans and specifications.

11(d): Performance Testing: After construction, performance reviews and monitoring will be conducted, and observations will be performed to determine any air leakage or minor adjustments necessary for optimal operation.

Deliverables:

- Photographic Documentation of Progress
- Performance Testing Observation Report

Project 17: Plymouth Neighborhood Stormwater Capture Project

IMPLEMENTING AGENCY: Amigos de los Rios

PROJECT DESCRIPTION: The project will install new permeable pavement technology and establish new infiltration tree and shrub planters, bioswales, Low-Impact Development (LID) planters, rain gardens as natural infrastructure elements that will reduce impervious land area at the Plymouth Elementary School campus to improve stormwater and runoff capture and infiltration. The project also includes strategic removal of water intensive grass field areas and the planting of over 90 trees and 800 shrubs. The project will provide stormwater and flood management benefits to the campus and along surrounding streets in the City of Monrovia by capturing and retaining approximately 0.66 acre-feet of inflow stormwater volume per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the 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 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 & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

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

Task 4: Feasibility Studies

The Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report was completed as part of the project development process.

Deliverables:

- 2020 Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report

Task 5: CEQA Documentation

Notice of Exemptions were filed for this project with Los Angeles County Clerk in June 2021 (SCH 2021060554) and March 2022 (SCH 2022030513). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Monrovia.

Deliverables:

- Permits as required

Task 7: Design

100% of the design has been completed for the Project.

Deliverables:

- 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 activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Construction activities include implementing Low-Impact Development (LID) and Green Street design features in the Plymouth Elementary School parking lot and campus to capture, treat, and infiltrate stormwater runoff. Improvements include permeable surfaces, trees, plants, infiltration planters, and pervious concrete gutter strips. Approximately 6,000 square feet of impervious surfaces in the parking lot/street and open pavement area will be replaced with permeable surfaces, and an additional 850 square feet of bioswales/raingardens will be installed. The project will also include educational signage and interpretive elements, tree wells and LID infiltration planter boxes in strategic locations, and landscaping with native trees.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

**PROPOSITION 1 ROUND 2 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	Cost Share Required %
	Grant Administration	\$0	\$0	\$0	\$0	N/A
1	Project 1: Regional Recycled Water Expansion Project	\$3,372,600	\$502,431	\$143,213	\$4,018,244	12.5%
2	Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability	\$2,342,400	\$0	\$2,652,600	\$4,995,000	0%
3	Project 3: Las Virgenes Creek Restoration Project Phase III	\$1,300,000	\$1,800,000	\$500,000	\$3,600,000	50%
4	Project 4: Drought Resiliency Water Conservation Program	\$630,000	\$660,500	\$30,500	\$1,321,000	50%
5	Project 5: Malibu Civic Center Water Treatment Facility – Phase 2	\$500,000	\$31,500,000	\$31,000,000	\$63,000,000	50%
6	Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection	\$1,000,000	\$4,300,000	\$3,300,000	\$8,600,000	50%
7	Project 7: Van Ness Avenue Well Field Project	\$1,300,000	\$12,500,000	\$11,200,000	\$25,000,000	50%
8	Project 8: Manhattan Beach Coastal Restoration and Resiliency Project	\$830,000	\$1,268,003	\$438,003	\$2,536,006	50%
9	Project 9: Harbor South Bay Water Recycling Project	\$1,300,000	\$0	\$4,900,000	\$6,200,000	0%
10	Project 10: Healthy Pocket Parks and Schools	\$900,000	\$0	\$2,081,075	\$2,981,075	0%
11	Project 11: City of Burbank Advanced Metering Infrastructure Upgrade	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000	50%
12	Project 12: La Crescenta Green Improvement Project	\$1,000,000	\$4,600,000	\$3,600,000	\$9,200,000	50%
13	Project 13: Whitsett Fields Park North Stormwater Capture Project	\$1,000,000	\$4,232,742	\$28,629,190	\$33,861,932	12.5%

14	Project 14: Bowtie Demonstration Project	\$1,180,000	\$0	\$8,035,575	\$9,215,575	0%
15	Project 15: Advanced Meter Infrastructure (CII)	\$766,500	\$766,500	\$200	\$1,533,200	50%
16	Project 16: Los Angeles County Rubber Dams Project	\$2,478,500	\$2,987,500	\$509,000	\$5,975,000	50%
17	Project 17: Plymouth Neighborhood Stormwater Capture Project	\$185,000	\$172,500	\$1,022,500	\$1,380,000	12.5%
GRAND TOTAL		\$20,335,000	\$69,291,676	\$101,793,356	\$191,420,032	

Grant Administration

Implementing Agency: Los Angeles County Flood Control District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	\$0	\$0	\$0	\$
TOTAL COSTS		\$0	\$0	\$0	\$

PROJECT 1: Regional Recycled Water Expansion Project

Implementing Agency: Gateway Water Management Authority

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$396,600	\$0	\$5,000	\$401,600
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$105,000	\$0	\$27,644	\$132,644
(d)	Construction / Implementation	\$2,871,000	\$502,431	\$110,569	\$3,484,000
TOTAL COSTS		\$3,372,600	\$502,431	\$143,213	\$4,018,244

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

**Other Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Implementing Agency: City of South Gate

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$380,000	\$380,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$315,000	\$315,000
(d)	Construction / Implementation	\$2,342,400	\$0	\$1,957,600	\$4,300,000
	TOTAL COSTS	\$2,342,400	\$0	\$2,652,600	\$4,995,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of South Gate's Water Enterprise Fund

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

Implementing Agency: City of Calabasas

	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	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$526,000	\$74,000	\$600,000
(d)	Construction / Implementation	\$1,300,000	\$1,274,000	\$126,000	\$2,700,000
	TOTAL COSTS	\$1,300,000	\$1,800,000	\$500,000	\$3,600,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and general funds.

**Other Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and general funds.

PROJECT 4: Drought Resiliency Water Conservation Program

Implementing Agency: Las Virgenes Municipal Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$60,000	\$16,000	\$0	\$76,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$6,200	\$0	\$6,200
(d)	Construction / Implementation	\$570,000	\$638,300	\$30,500	\$1,238,800
	TOTAL COSTS	\$630,000	\$660,500	\$30,500	\$1,321,000

NOTES:

*Required Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

**Other Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

Implementing Agency: City of Malibu

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$15,000	\$15,000	\$30,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$1,945,000	\$1,945,000	\$3,890,000
(d)	Construction / Implementation	\$500,000	\$29,540,000	\$29,040,000	\$59,080,000
	TOTAL COSTS	\$500,000	\$31,500,000	\$31,000,000	\$63,000,000

NOTES:

*Required Cost Share fund source(s): State Revolving Funds.

**Other Cost Share fund source(s): State Revolving Funds.

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Implementing Agency: Los Angeles County Waterworks District No. 29

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$150,000	\$150,000	\$300,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$417,500	\$417,500	\$835,000
(d)	Construction / Implementation	\$1,000,000	\$3,732,500	\$2,732,500	\$7,465,000
	TOTAL COSTS	\$1,000,000	\$4,300,000	\$3,300,000	\$8,600,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

**Other Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

PROJECT 7: Van Ness Avenue Well Field Project

Implementing Agency: City of Torrance

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$130,000	\$130,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$2,235,000	\$2,235,000
(d)	Construction / Implementation	\$1,300,000	\$12,500,000	\$8,835,000	\$22,635,000
	TOTAL COSTS	\$1,300,000	\$12,500,000	\$11,200,000	\$25,000,000

NOTES:

*Required Cost Share fund source(s): State Revolving Fund Loan and Bureau of Reclamation Grant.

**Other Cost Share fund source(s): City of Torrance.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

Implementing Agency: City of Manhattan Beach

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$230,000	\$230,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$272,602	\$35,403	\$308,005
(d)	Construction / Implementation	\$830,000	\$995,401	\$172,600	\$1,998,001
	TOTAL COSTS	\$830,000	\$1,268,003	\$438,003	\$2,536,006

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Municipal Measure W) and City Capital Improvement Funds and in-kind contributions.

**Other Cost Share fund source(s): Municipal Measure W and City Capital Improvement Funds and in-kind contributions.

PROJECT 9: Harbor South Bay Water Recycling Project

Implementing Agency: West Basin Municipal Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$126,100	\$0	\$493,900	\$620,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$159,900	\$0	\$2,940,100	\$3,100,000
(d)	Construction / Implementation	\$1,014,000	\$0	\$1,465,400	\$2,480,000
	TOTAL COSTS	\$1,300,000	\$0	\$4,900,000	\$6,200,000

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): U.S. Army Corps of Engineers and West Basin Municipal Water District.

PROJECT 10: Healthy Pocket Parks and Schools

Implementing Agency: Los Angeles Neighborhood Land Trust

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$381,000	\$381,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$117,000	\$0	\$300,075	\$417,075
(d)	Construction / Implementation	\$783,000	\$0	\$1,400,000	\$2,183,000
	TOTAL COSTS	\$900,000	\$0	\$2,081,075	\$2,981,075

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): SGC Transformative Climate Communities Program and Los Angeles Neighborhood Land Trust private fundraising

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

Implementing Agency: City of Burbank

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$2,000	\$2,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,000	\$1,000
(d)	Construction / Implementation	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000
	TOTAL COSTS	\$250,000	\$4,001,500	\$3,751,500	\$8,003,000

NOTES:

*Required Cost Share fund source(s): Burbank Water and Power and in-kind services from Burbank Water and Power staff.

**Other Cost Share fund source(s):

PROJECT 12: La Crescenta Green Improvement Project

Implementing Agency: Los Angeles County Public Works

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$250,000	\$250,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,250,000	\$1,250,000
(d)	Construction / Implementation	\$1,000,000	\$4,600,000	\$2,100,000	\$7,700,000
	TOTAL COSTS	\$1,000,000	\$4,600,000	\$3,600,000	\$9,200,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County General Funds and the Los Angeles County Safe, Clean Water Program (SCWP) Municipal Funds.

**Other Cost Share fund source(s): Los Angeles County General Funds and SCWP Municipal Funds

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

Implementing Agency: Los Angeles Department of Water and Power

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$349,140	\$349,140
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$1,812,406	\$1,812,406
(d)	Construction / Implementation	\$1,000,000	\$4,232,742	\$26,467,644	\$31,700,386
	TOTAL COSTS	\$1,000,000	\$4,232,742	\$28,629,190	\$33,861,932

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s):

**Other Cost Share fund source(s): City of Los Angeles Department of Water and Power, Water Enterprise Fund and County of Los Angeles Safe, Clean Water Program.

PROJECT 14: Bowtie Demonstration Project

Implementing Agency: The Nature Conservancy

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$48,125	\$48,125
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$911,324	\$911,324
(d)	Construction / Implementation	\$1,180,000	\$0	\$7,076,126	\$8,256,126
	TOTAL COSTS	\$1,180,000	\$0	\$8,035,575	\$9,215,575

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): California Natural Resources Agency Grant, Department of Toxic Substances Control Grant, California Santa Monica Mountains Conservancy Grant, California Wildlife Conservation Board Grant, Private Foundations & Donors Grant, and in-kind contributions by the Nature Conservancy.

PROJECT 15: Advanced Meter Infrastructure (CII)

Implementing Agency: Valley County Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$20,000	\$0	\$20,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$5,000	\$0	\$5,000
(d)	Construction / Implementation	\$766,500	\$741,500	\$200	\$1,508,200
	TOTAL COSTS	\$766,500	\$766,500	\$200	\$1,533,200

NOTES:

*Required Cost Share fund source(s): Valley County Water District's adopted 2022-23 Capital Improvement (CI) and General Operating (GO) Budgets

**Other Cost Share fund source(s): Valley County Water District staff in-kind services.

PROJECT 16: Los Angeles County Rubber Dams Project

Implementing Agency: Los Angeles County Flood Control District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$100,000	\$0	\$100,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$50,000	\$0	\$50,000
(d)	Construction / Implementation	\$2,478,500	\$2,837,500	\$509,000	\$5,825,000
	TOTAL COSTS	\$2,478,500	\$2,987,500	\$509,000	\$5,975,000

NOTES:

*Required Cost Share fund source(s): Los Angeles County Flood Control District

**Other Cost Share fund source(s): Los Angeles County Flood Control District

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

Implementing Agency: Amigos de los Rios

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$140,000	\$140,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$300,000	\$300,000
(d)	Construction / Implementation	\$185,000	\$172,500	\$582,500	\$940,000
	TOTAL COSTS	\$185,000	\$172,500	\$1,022,500	\$1,380,000

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s):

**Other Cost Share fund source(s): California Natural Resources Agency Urban Flood Protection Grant Program, the Los Angeles County Safe, Clean Water Program, and in-kind services from Emerald Necklace volunteers.

EXHIBIT C
SCHEDULE

PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration		12/31/2027

PROJECT 1: Regional Recycled Water Expansion Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	06/01/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	09/03/2019	03/31/2025*
d	Construction / Implementation	10/01/2023	06/30/2025

<Add footnote if needed to explain any overlap of construction with Category c or d>

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2021	06/30/2024*
d	Construction / Implementation	06/01/2023	12/31/2024

<Add footnote if needed to explain any overlap of construction with Category c or d>

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/23/2022	01/31/2026
d	Construction / Implementation	02/01/2026	06/30/2027

PROJECT 4: Drought Resiliency Water Conservation Program

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	06/01/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2023	01/31/2024*
d	Construction / Implementation	06/01/2023	09/30/2026

*Overlapping schedule explanation: The project will start Contract Services as soon as the project is awarded, so the filing of the Notice of Exemption under Task 5 will happen concurrently. Additionally, the Project Monitoring Plan will concurrently start with Construction/Implementation but will be finished before Construction/Implementation is complete since implementation of the project is dependent on customer participation.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	08/12/2019	5/31/2023
d	Construction / Implementation	06/01/2023	06/30/2026

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	12/10/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/26/2016	12/03/2024
d	Construction / Implementation	12/04/2024	09/10/2026

PROJECT 7: Van Ness Avenue Well Field Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/01/2013	06/30/2025*
d	Construction / Implementation	01/01/2024	12/30/2025

*Overlap between dates for Category c and Category d are due to the project being in two phases and the second phase being design-build.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	11/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	03/01/2021	12/31/2023
d	Construction / Implementation	01/01/2024	08/31/2025

PROJECT 9: Harbor South Bay Water Recycling Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	07/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	04/30/2023	07/31/2024
d	Construction / Implementation	08/01/2024	04/30/2025

PROJECT 10: Healthy Pocket Parks and Schools

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	07/01/2022	06/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/01/2023	06/30/2024
d	Construction / Implementation	07/01/2024	03/30/2025

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

	BUDGET CATEGORY	Start Date	End Date
A	Project Administration	01/01/2022	05/01/2025
B	Land Purchase / Easement	N/A	N/A
C	Planning / Design / Engineering / Environmental Documentation	12/13/2021	01/31/2023
D	Construction / Implementation	02/01/2023	02/01/2025

PROJECT 12: La Crescenta Green Improvement Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	10/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	02/14/2023	12/18/2024
d	Construction / Implementation	02/01/2025	07/31/2026

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	09/30/2027
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2018	03/31/2025*
d	Construction / Implementation	09/01/2024	06/30/2027

*Schedule Overlap Explanation: Various permits must be completed prior, or shortly after construction start; therefore, an overlap occurs between construction and permitting, which results in an overlap between Category c and Category d.

PROJECT 14: Bowtie Demonstration Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2017	05/30/2023
d	Construction / Implementation	06/01/2023	12/31/2025

PROJECT 15: Advanced Meter Infrastructure (CII)

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	01/01/2023	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2022	03/31/2023
d	Construction / Implementation	06/01/2023	12/31/2024

PROJECT 16: Los Angeles County Rubber Dams Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	11/01/2021	03/31/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/01/2021	05/01/2024*
d	Construction / Implementation	02/01/2022	12/31/2024

*Since the project is being performed in multiple phases, parts of the field construction will be performed before all parts of the project have been advertised for bids. During 2022, the replacement of the rubber dams at Citrus, Forbes, and Walnut spreading grounds were advertised and constructed. The replacements of Valley Rubber Dams 3 and 2 will be advertised and constructed in the years of 2023 and 2024, respectively.

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	03/01/2023	03/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/01/2019	06/01/2023*
d	Construction / Implementation	03/01/2023	12/31/2023

*There is an overlap between Category c and Category d because the project is shovel ready, so the project will start contract services as soon as the project is awarded. The Project Monitoring Plan will also be developed soon after grant award, but before construction implementation.

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. 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 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 or other title restriction 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

**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.

- [illegible]

The foregoing Resolution was adopted on the 5th day of FEBRUARY, 2018,⁹
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 *Angela Ruiz*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole Suzuki for 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.

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.
- Budget projections for grant share for the next two quarters
- 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., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- 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.

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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 AND COST SHARE GUIDELINES 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 Requirements

Internal 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.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

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

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:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Regional Recycled Water Expansion Project

Sponsor Agency: Gateway Water Management Authority

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Sponsor Agency: City of South Gate

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Las Virgenes Creek Restoration Project Phase III

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Drought Resiliency Water Conservation Program

Sponsor Agency: Las Virgenes Municipal Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

Sponsor Agency: City of Malibu

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Sponsor Agency: Los Angeles County Waterworks District No. 29

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 7: Van Ness Avenue Well Field Project

Sponsor Agency: City of Torrance

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 8: Manhattan Beach Coastal Restoration and Resiliency Project

Sponsor Agency: City of Manhattan Beach

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 9: Harbor South Bay Water Recycling Project

Sponsor Agency: West Basin Municipal Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 10: Healthy Pocket Parks and Schools: 52nd Street Elementary

Sponsor Agency: Los Angeles Neighborhood Land Trust

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 11: City of Burbank Advanced Metering Infrastructure Upgrade

Sponsor Agency: City of Burbank

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 12: La Crescenta Green Improvement Project

Sponsor Agency: Los Angeles County Public Works

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 13: Whitsett Fields Park North Stormwater Capture Project

Sponsor Agency: Los Angeles Department of Water and Power

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 14: Bowtie Demonstration Project

Sponsor Agency: The Nature Conservancy

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 15: Advanced Meter Infrastructure (CII)

Sponsor Agency: Valley County Water District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 16: Los Angeles County Rubber Dams Project

Sponsor Agency: Los Angeles County Flood Control District

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 17: Plymouth Neighborhood Stormwater Capture Project

Sponsor Agency: Amigos de los Rios

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

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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. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. 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?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

EXHIBIT B
DISTRICT MOU

MEMORANDUM OF UNDERSTANDING [DRAFT]

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 **GATEWAY WATER MANAGEMENT AUTHORITY** (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): Regional Recycled Water Expansion Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$3,372,600.00**.

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 IRWM Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), amended in 2017, and approved on May 19, 2020 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, is attached hereto and incorporated herein as Attachment A): Amigos De Los Rios, City of Burbank, City of Calabasas, City of Malibu, City of Manhattan Beach, City of South Gate, City of Torrance, County of Los Angeles Public Works (two projects), Gateway Water Management Authority, Las Virgenes Municipal Water District, Los Angeles Department of Water and Power, Los Angeles Neighborhood Land and Trust, The Nature Conservancy, Valley County Water District, and West Basin Municipal Water District, and (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 Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) 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 seventeen (17) 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 \$3,372,600.00. 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 **\$5,012.60** 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 **\$151,767.00** to 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 month 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 **\$151,767.00**, 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 **\$3,220,833.00** 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 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) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers 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 arising from or relating to: LACFCD's active negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. 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.
- (3) 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.
- (4) 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 (6) 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 (7) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) 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 (8) 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:
Grace Kast, Executive Officer
Los Angeles Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, California 90723
 - 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) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) 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.
- (9) Manner of Execution: The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.
- (10) 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.
- (11) 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) NEGATION 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 _____, 2023, and by the LACFCD on _____, 2023.

By _____
MARK PESTRELLA, PE
Chief Engineer
Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy
Date _____

GATEWAY WATER MANAGEMENT AUTHORITY

ATTEST:
By _____
Adriana Figueroa
Chair
Date _____

APPROVED AS TO FORM:
NICHOLAS GHIRELLI
Legal Counsel

By _____
Date _____

EXHIBIT C
GRANT BUDGET

DOWNEY RECYCLED WATER PROJECT 2023

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a)Project Administration	\$195,800	\$0	\$5,000	\$200,800
Task 1: Project Management	\$195,800		\$5,000	\$200,800
Task 2: Reporting	\$0			\$0
(b)Land Purchase / Easement	\$0	\$0	\$0	\$0
Task 3: Land Purchase	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$12,500	\$0	\$27,644	\$40,144
Task 4: Feasibility Studies	\$0			\$0
Task 5: CEQA Documentation	\$8,000			\$8,000
Task 6: Permitting	\$2,000			\$2,000
Task 7: Design	\$0		\$27,644	\$27,644
Task 8: Project Monitoring Plan	\$2,500			\$2,500
(d) Construction / Implementation	\$606,500	\$201,141	\$361,859	\$1,169,500
Task 9: Contract Services	\$0			
Task 10: Construction Administration	\$24,500			\$24,500
Task 11: Construction/Implementation	\$582,000	\$201,141	\$361,859	\$1,145,000
TOTAL COSTS	\$814,800	\$201,141	\$394,503	\$1,410,444

* Cost share \$568,000 from SCWP; \$27,644 (incurred cost)

Notes: Includes 3.5% for GWMA administration and 4.5% for LA County administration