

## SCHEDULE OF EXHIBITS

EXHIBIT A            Grant Award

EXHIBIT B            County MOU

EXHIBIT C            Project Map

EXHIBIT A

Grant Award

**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791



**SEP 21 2011**

Ms. Gail Farber  
Chief Engineer  
Los Angeles County Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803

**Commitment Letter - Proposition 84, Round 1 IRWM Implementation Grant**

Dear Ms. Farber:

Thank you for your interest in the Proposition 84, Round 1 Integrated Regional Water Management (IRWM), Implementation Grant Solicitation Program. We are pleased to inform you that the proposal, Greater Los Angeles County IRWM Project Implementation, filed by Los Angeles County Flood Control District, has been selected by the Department of Water Resources (DWR) for funding.

This letter serves as DWR's conditional commitment of \$25,600,000 in Proposition 84, IRWM funding for the grant proposal. This award is conditioned upon the execution of a Grant Agreement between DWR and the Grantee (i.e. agency). A copy of the Grant Agreement template is available at the following website:  
[http://www.water.ca.gov/irwm/integregio\\_resourceslinks.cfm](http://www.water.ca.gov/irwm/integregio_resourceslinks.cfm).

The execution conditions that must be satisfied before DWR will enter into an agreement with your agency are listed in Attachment 1 along with additional requirements that must be addressed to maintain grant eligibility or prior to disbursement of grant funds. A 'time clock' icon ⌚ is placed at the beginning of each time critical requirements in Attachment 1. Your timely attention to these requirements is very important. DWR wishes to execute the Grant Agreement within the very near future. Failure on your part to meet the general execution conditions and grant continuing eligibility requirements, in a timely manner, may result in DWR revoking the grant award. Attachment 2 lists the projects in your proposal that DWR recognized as meeting either a) critical water supply or quality need of a disadvantaged community or b) agriculture or urban water conservation funding targets. Attachment 3 includes an Environmental Information Form that will need to be completed for each individual project(s) listed in Attachment 2.

Please return the requested 'time critical' information to Abiodun Aderonmu at 770 Fairmont Avenue, Suite 102, Glendale, California 91203 within the time period documented in Attachment 1.

Ms. Gail Farber  
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If you have any questions, please contact Abiodun Aderonmu at (818) 500-1645 x248  
or [aaderonm@water.ca.gov](mailto:aaderonm@water.ca.gov).

Sincerely,



Tracie L. Billington, P.E., Chief  
Financial Assistance Branch  
Division of Integrated Regional Water Management




Attachments

**Attachment 1**  
**Execution Conditions and Additional Requirements**

The following execution conditions and additional requirements must be satisfied for at least one project and the associated local project sponsor before DWR will enter into a contractual grant agreement. The same conditions and requirements are required to be met for the remaining projects, as applicable, prior to DWR disbursing grant funds for each specific project.


The additional requirements address eligibility requirements, which must be continuously met by your agency and local project sponsors to maintain grant funding eligibility and must be met prior to disbursement of grant funds for individual projects.

**Execution Conditions:**

-  Within 14 calendar days of the date of this letter, submit a letter confirming your agency as the Grantee and accept the grant award in the amount of \$25,600,000.
-  Within 60 calendar days of the date of this letter, submit documentation that, for at least one project, the local project sponsor has available sources of sufficient funds to complete the grant-funded project. Specifically, submit copies of the three most recent years of audited financial statements, for your agency and the local project sponsor, including the following items:
  - Balance sheets, statements of sources of income and uses of funds, a summary description of existing debts including bonds, and the most recent annual budget
  - Separate details for the water enterprise fund, if applicable to an agency or organization
  - A list of all cash reserves, restricted and unrestricted, and any planned uses of those reserves
  - Any loans required for project funding and a description of the repayment method of any such loans.
-  Since your proposal is awarded partial funding, within 60 calendar days of the date of this letter:
  - Submit the list of projects and any changes to the scope of work, budget, and schedule. Any changes to the project list, scope of work, budget, or schedule will only be accepted by DWR if the IRWM Region maintains or increases the level of quality and benefits as compared to the original application.
- Grantee must demonstrate compliance with all applicable requirements of the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA). DWR is the responsible agency in complying with CEQA for each individual project included in the grant agreement. For this purpose, Grantee must complete an Environmental Information Form (Attachment 3) for each individual project and submit to DWR in a timely manner. Grantee must submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits. Reimbursement of grant expenses related to construction projects is subject to the DWR's decision to concur or not concur with the Grantee's final CEQA document.
- DWR has concerns that the Model Equestrian Center Project is potentially an ineligible project. It appears the majority of the grant fund request for this project does not contribute to the water quality component of

the project. Provide additional information so that DWR can make a final determination about the project's eligibility.

**Additional Requirements:**

- Since the region's IRWM Plan was adopted on or before September 30, 2008, the Regional Water Management Group must adopt an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC, commencing with section 10530, within two years of entering into a binding agreement with DWR (i.e., the date of execution of the grant agreement by DWR).
- Undertake all reasonable and feasible efforts to take into account water related needs of DACs in the area within the Greater Los Angeles IRWM region.
- Since the Greater Los Angeles IRWM region receives water supplied from the Sacramento-San Joaquin Delta (Delta), the IRWM Plan must help reduce dependency on the Delta for water supply.
- The project(s) recognized by DWR as supporting urban and agricultural water conservation projects necessary to meet a 20 percent reduction in per capita water use by year 2020 (20x2020) must be retained in the agreement. Water Conservation projects must be included in the agreement for the funding (at a minimum) as proportion to the partial funding the Grantee is awarded. For example, if Grantee was awarded 85 percent of their application grant request, the benefits and budget of the Grantee's DWR recognized water conservation project(s) must be realized and funded to 85 percent of their original request, respectively.
- All local project sponsors that are urban water suppliers (UWS) receiving grant funding must:
  - Maintain compliance with water metering requirements (California Water Code (CWC) §525 *et seq.*).
  - Maintain compliance with the demand management measures/best management practices implementation requirements (CWC §10631.5).
-  All local project sponsors that are UWS receiving grant funding must meet the Urban Water Management Planning (UWMP) Act requirements (CWC §10610-10656), and the requirements CWC §10608.16-10608.44. All UWS receiving grant funding must have submitted a 2010 UWMP to DWR. If an UWS has not already submitted their 2010 UWMP (which was due July 31, 2011), then explain why it was not submitted and provide an estimated submittal date. DWR may withhold execution of the grant agreement or disbursing grant funds until we receive and accept each UWS's 2010 UWMP. For any UWS who have not yet already submitted their UWMP, please do so as soon as possible and we strongly encourage use of DWR's Online Submittal Tool (DOST) to submit the UWMP. The DOST may be found at the following link: <http://www.water.ca.gov/urbanwatermanagement/dost/>
- For groundwater management and recharge projects and for projects with potential groundwater impacts, the local project sponsor must demonstrate that either:
  - They conform to the requirements of an adjudication of water rights in the subject groundwater basin

- Are an active participant implementing a Groundwater Management Plan (GWMP) that is in compliance with CWC §10753.7
- Must adopt prior to January 7, 2012, a GWMP in compliance with CWC §10753.

**Attachment 2  
List of Awarded Projects**

<b>Project Name</b>	<b>DAC Project</b>	<b>Water Conservation Project</b>
16th Street Watershed Runoff Use Project		
Central Los Angeles County Regional Water Recycling Program		
Citywide Smart Irrigation Control System and Recycled Water Improvements		<b>x</b>
Hahamongna Basin Multi-Use Project		
Leo J. Vander Lans Advanced Water Treatment Plant Expansion		
Model Equestrian Center		
Penmar Water Quality and Runoff Reuse Project		
San Antonio Spreading Grounds Improvements		
Storm Drain Improvements and Installation of Infiltration Chambers on Hawthorne Blvd.		
Surface Water Treatment Plant Improvements		
Tujunga Spreading Grounds Enhancements Projects		
Water and Energy Efficiency in the School and Hotel/Motel Sectors		<b>x</b>
Whittier Narrows Conservation Pool Project		



**Attachment 3  
Environmental Information Form**

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the CEQA shall not proceed under the IRWM Grant Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance review. Work that is subject to a CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. **This form is to be completed by the Grantee or Lead Agency.**

**Grantee organization:** \_\_\_\_\_  
**Project Manager:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project. If none, please respond NA.
2. Is this a project as defined by CEQA? Explain. If no, skip to No.9 below. If yes proceed to No.3.
3. Is this project exempt from CEQA compliance? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, skip to No.4, below.  
If yes, check the appropriate response below; provide reasons for exemption in the space provided below; and then skip to #9, below. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate (statutory exemptions:  
[http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art18.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art18.html) , categorical exemptions:  
[http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art19.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art19.html) );  
  
\_\_\_\_\_Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of the NOE and, if applicable, a copy of the governing Board Resolution accepting the NOE)  
\_\_\_\_\_Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk.  
Provide estimated date: \_\_\_\_\_  
\_\_\_\_\_Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk. *If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the Project Manager, along with this form, to allow DWR to make its own CEQA findings.*

Reasons for Exemption:

4. If the project will require CEQA compliance, identify the Lead Agency.  
CEQA Lead Agency: \_\_\_\_\_
5. Please check types of CEQA documents to be prepared:  
  
\_\_\_\_\_ Initial Study  
\_\_\_\_\_ Negative Declaration / Mitigated Negative Declaration  
\_\_\_\_\_ Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Estimated Costs: \_\_\_\_\_

7. If the CEQA document has been completed, please provide the title of the document and the State Clearinghouse number if available. Submit one hard copy and a CD copy of the CEQA document and any environmental permits listed in Question 8 to the contact listed in the Commitment letter.

8. Please list all environmental permits you must obtain to complete the project. (attach additional pages as necessary). Submit a hard copy and a CD copy of any permits already completed.

Type of Permit	Permitting Agency

9. This Environmental Information Form was completed by:

Print or Type Name: \_\_\_\_\_ Agency: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed form to Abiodun Aderonmu at [aaderonm@water.ca.gov](mailto:aaderonm@water.ca.gov); (818) 500-1645 x248

.....  
For DWR Use Only.  
\_\_\_\_\_ DWR received environmental documents.  
\_\_\_\_\_ DWR made findings.

EXHIBIT B

County MOU

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as AGREEMENT), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), and City of Pasadena (hereinafter referred to as Local Project Sponsor (LPS)). The LACFCD and LPS are hereinafter referred to as Parties or, each individually, as Party for the following project: Hahamongna Basin Multi-Use Project (hereinafter referred to as Project(s)). The requested grant amount for the Project is \$3,271,000.

### WITNESSETH

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84, commencing with Public Resources Code Section 75026 et seq., authorizes the Legislature to appropriate One Billion and 00/100 Dollars (\$1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as IRWM) plans and projects (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 84 IRWM Grant Program Guidelines (hereinafter referred to as Guidelines) in August 2010, to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, LACFCD, Joint Powers Authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the Regional Water Management Group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, the IRWM Grant Program consists of two separate solicitations: (1) planning grants and (2) implementation grants. 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) document adoption of an IRWM Plan (hereinafter referred to as Plan) prior to September 30, 2008, (2) enter into an agreement with DWR to update, within two years of

the execution of the agreement, the IRWM Plan to meet the IRWM Plan standards contained in the 2010 Guidelines, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as Region) was adopted on December 13, 2006, and 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.

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit F 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 thirteen (13) separate projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): The City of Calabasas, City of Hawthorne, City of Los Angeles Department of Public Works' Bureau of Sanitation, City of Los Angeles Department of Water and Power, City of Pasadena, City of Rolling Hills Estates, City of Santa Monica, Covina Irrigating Company, Three Valleys Municipal Water District, West Basin Municipal Water District, and Water Replenishment District;

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, Parties agree that the LPS will be a single entity that is responsible for implementation of the Project and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s).

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to 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. In the event that the Project is to be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other entities to confirm the authority of LPS to enter into this Agreement on their behalf, and that each of the other entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project, 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. As to LACFCD, LPS remains solely responsible for all aspects of the Project; and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-five Million, Six Hundred Thousand and 00/100 Dollars (\$25,600,000.00) 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 13 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 84 grant funds for its Project(s) in the amount to be identified in Exhibit C to the Grant Agreement;

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. 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, LPS has agreed to allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount upon payment by DWR to LACFCD for the Project as reimbursement to LACFCD for its administrative efforts, management, and project oversight efforts with respect to the IRWM Grant.

WHEREAS the PARTIES acknowledge that although LACFCD will serve as Grantee under the Grant Agreement, LACFCD will have no project which will receive grant funding under the Grant Agreement, and will have a limited role with respect to the Project(s) as defined herein and in the Grant Agreement. Further, 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:

- (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 will include routine updates to the 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) LACFCD may execute amendments to the Grant Agreement on behalf of the LPS, upon written request and approval by LPS and after LPS negotiates with DWR.

- (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, less two and a half percent (2.5 percent) of the invoiced amount paid for the Project for grant administration and other activities identified in Section (1)(1) above. All required reimbursements shall be paid to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.

LACFCD agrees to the above responsibilities for as long as the Grant Agreement remains in effect.

### LPS 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 notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS'S Projects(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, 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. Responsibilities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, and for which the LPS is solely responsible for include, but are not limited to:
  - (a) Comply with all applicable environmental requirements pertaining to the Project, 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. The Parties agree that LACFCD is not responsible for any aspect of environmental compliance with respect to the Project including any proposed future changes to LPS'S Project and no project may be implemented absent LPSs compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS agrees to 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, including all work covered under the invoice.

- (b) Comply with all applicable California Labor Code requirements, including prevailing wage provisions, and adopt and enforce a Department of Industrial Relations certified Labor Compliance Program meeting the requirements of Labor Code Section 1771.5 for projects funded by Proposition 84. LPS shall keep informed of legislative changes and take all measures necessary to ensure compliance with California Labor Code requirements.
  - (c) Comply with Urban Water Management Planning (UWMP) Act requirements, (CWC §10610-10656), and the requirements CWC §10608.16-10608.44, if the LPS is an urban water supplier. Submit a 2010 Urban Water Management Plan UWMP to DWR, if yet to be submitted. LPS acknowledges that DWR may withhold execution of the grant agreement or disbursing grant funds until each urban water supplier's 2010 UWMP is received and accepted by DWR.
  - (d) Conform to the requirements of an adjudication of water rights or demonstrate active participation to the implementation of a Groundwater Management Plan that is in compliance with CWC §10753.7, if the LPS'S project is regarding groundwater management or recharge, or has potential groundwater impacts.
- (4) Demonstrate availability of funds to complete the project by submitting the most recent three years of audited financial statements and provide cost share funding match for the LPS'S project in the amount identified in Exhibit C of the Grant Agreement.
  - (5) 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.
  - (6) 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.
  - (7) Allow LACFCD to withhold two and a half percent (2.5 percent) of the invoiced grant amount as paid by DWR for the Project as reimburseable to LACFCD for its grant administrative services as described in Section (1)(1) above.



- (8) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project 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.
- (9) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible, including, but not limited to, the progress of construction, Project budget(s), and Project Benefits, through reporting process or other methods established by DWR and/or the LACFCD.
- (10) 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.
- (11) 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).
- (12) 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 willful misconduct.
- (13) Retain sole responsibility for persons performing work related to the Project, including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (14) Maintain 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.
- (15) Comply with all Basic Conditions and Conditions for Disbursement set forth in the Grant Agreement at all times.
- (16) 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) TERMINATION OF AGREEMENT

- (1) 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 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 13 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.

#### 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, 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. As part of this indemnity, LPS agrees not to seek any funding from LACFCD other than funds provided by DWR to LACFCD specifically identified for LPS'S Project(s), regardless of the failure, for whatever reason, by DWR to fund all or part of its grant commitment related to the Project, including any withholding of all or a portion of grant funds by DWR and/or any request for repayment of funds by DWR and/or LACFCD as specified in the Grant Agreement. Liability arising from the active negligence or willful misconduct of LACFCD is excluded under this section. 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, officers, 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 this Agreement, including actions, fees, costs and expenses arising from or relating to: active negligence or willful misconduct in LACFCD'S 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) LPS understands and agrees that it has complied and continues to comply with the requirements set forth in CEQA and the State CEQA Guidelines for its Project(s). LPS understands and agrees that it is ultimately and solely responsible for

compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project. Prior to submission of each invoice to LACFCD pursuant to this Agreement, LPS will confirm in writing to LACFCD, in a format to be specified by LACFCD, that it has complied with CEQA and applicable NEPA requirements for LPS'S Project, including all work covered under each 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. LPS hereby agrees to 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, the NEPA and/or other Federal, State, and local laws, rules, and regulations, guidelines, and requirements for the Project 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 the Agreement and shall remain in effect during the lifetime of the Project.

#### Section (5) CHILD SUPPORT LAWS

(1) LACFCD'S Policy on Child Support Laws

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

(2) Child Support Compliance Program

As required by LACFCD'S Child Support Compliance Program (County Code Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or LACFCD 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).

(3) 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.

**Section (6) 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 1015.

**Section (7) PROHIBITION AGAINST USE OF CHILD LABOR**

LPS shall:

- (1) 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,
- (2) Upon request by LACFCD, provide the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
- (3) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

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.

Failure by LPS to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

**Section (8) TERMINATION 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 LACFCD Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

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

## Section (9) 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:

Mr. Phil Doudar, Principal Engineer  
Watershed Management Division, 11th Floor  
Los Angeles County Flood Control District  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

LPS:

Mr. Loren Pluth, Project Manager  
City of Pasadena  
100 North Garfield Avenue N 306  
Pasadena, CA 91101

- (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 (10) MUTUAL COVENANTS

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (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 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 insure to the benefit of the respective successors, heirs and assigns of each Party.

#### Section (11) NEGATION OF PARTNERSHIP

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.



IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the LPS on \_\_\_\_\_, 2012, and by the LACFCD on \_\_\_\_\_, 2012.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Agency (LPS)

By \_\_\_\_\_  
Name and Title

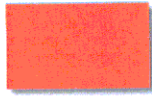
APPROVED AS TO FORM:  
(NAME)

By \_\_\_\_\_



400' 600' 1 ACRE 4 ACRES

# PROJECT LOCATION MAP



IRWMP's Hahamongna Basin  
Multi Use Project  
"Canyon Component"

**ARROYO SECO CANYON**  
 -REPLACE EXISTING CONCRETE DAM WITH INFLATABLE DAM AND ADJACENT FISH LADDER WITH LOW FLOW INTAKE  
 -REPLACE AND IMPROVE INTAKE STRUCTURE INCLUDING FISH SCREENS  
 -CONSTRUCT NEW PUBLIC RESTROOM WITH PARK AMENITIES

**Y FIRE CAMP 2**

IN CENTER  
 & EQUESTRIAN STAGING AREA  
 ING AREA  
 OPERATION  
 RESIDENCE

ENTIAL EDUCATION CENTER  
 CE FACILITY  
 NTAL CLASSROOMS

LASSROOM/GATHERING AREA  
 ER RESIDENCE & OFFICE  
 GARDEN  
 TION GARDENS  
 IC AREA  
 NTAL VOCATION CENTER  
 ENANCE FACILITY  
 T NURSERY CO-OP

**STABLISHMENT & RESTORATION**

OAK WOODLAND  
 WILLOW SCRUB  
 IB  
 N ALLUVIAL FAN SAGE SCRUB  
 ICRUB  
 SYCAMORE RIPARIAN WOODLAND  
 O RIPARIAN

**INSERVATION**

SPREADING BASINS\*

ED OVERNIGHT CAMPING AREA  
 PARKING AREAS

**ARK ACCESS**

ANCE AT FOOTHILL BLVD.  
 RIVE IMPROVEMENTS

**RE AREA**

IC SHADE SHELTERS  
 PICNIC AMENITIES  
 E FIELD RESTROOM  
 RAIN IMPROVEMENTS  
 AMPHITHEATER  
 FIELD  
 IMPROVEMENTS  
 PARKING AREA

**LA CANADA I.L.B.**

IAN PICNIC AREA  
 RESTROOM  
 ESS ROAD  
 RE DRAIN IMPROVEMENTS



PUBLIC RESTROOM

BRIDGE 1

BRIDGE 2

BRIDGE 3

JET PROPULSION LABORATORY (JPL)

WATER TREATMENT PLANT

W. ALTADENA

GABRIELINO TRAIL AREA  
 - CONVERT JPL PARKING TO PUBLIC PARKING  
 - NEW PUBLIC RESTROOM\*

NORTH PERIMETER TR  
 BRIDGE CROSSING

WATER CONSERVATION  
 - EAST SIDE SPREADING BASINS\*  
 - ALTADENA DRAIN IMPROVEMENTS  
 - ALTACREST DRAIN IMPROVEMENTS\*

SUNSET OVERLOOK  
 - HABITAT RESTORATION  
 - IMPROVED PARKING  
 - TRAILHEAD IMPROVEMENTS

VENTURA ST.

MOUNTAIN VIEW ST.

WINDSOR AVE

FOOTHILL BLVD.

OAK GROVE DR.

BERKSHIRE PL.