COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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

February 5, 2004

IN REPLY PLEASE REFER TO FILE: PD-4

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

Dear Supervisors:

PROJECT NO. 674 LOW-FLOW DIVERSION
CATEGORICAL EXEMPTION AND
RESOLUTIONS DELEGATING AUTHORITY TO THE CHIEF ENGINEER OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, OR HIS DESIGNEE, TO NEGOTIATE AND TO EXECUTE AGREEMENTS FOR REIMBURSEMENT FOR FIVE PROJECTS ELIGIBLE FOR PROPOSITION 40 REIMBURSEMENT
SUPERVISORIAL DISTRICTS 3 AND 4
3 VOTES

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

1. Find that Project No. 674, a low-flow diversion project to divert dry weather flows from an existing Los Angeles County Flood Control District storm drain to city sewer lines, is exempt from the California Environmental Quality Act.

2. Adopt the enclosed Resolutions delegating authority to the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to negotiate and to execute five grant contracts and any amendments substantially similar to the contract presented in Attachment A, and to sign requests for disbursements for and on behalf of the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions are for five low-flow diversion projects, which are Project Nos. 46, 569, 674, and 7401 and Parker Mesa Drain. Four of these five projects, which are Project Nos. 46, 569, and 7401 and Parker Mesa Drain low-flow diversions, were previous found categorically exempt from the California Environmental Quality Act by your Board on January 20, 2004. The fifth project, Project No. 674, also involves diverting dry weather flows from an existing Los Angeles County Flood Control District storm drain to a City of Los Angeles sanitary sewer line. The project is located south of Pacific Coast Highway, approximately 250 feet east of the intersection of Pacific Coast Highway and Sunset Boulevard, in the Castellammare region of the City of Los Angeles. The purpose of the project is to divert dry weather flows to the sanitary sewer system, which will have a positive effect on the water quality of Santa Monica Bay.

In accordance with the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, we request your concurrence that the proposed Project No. 674 low-flow diversion project is categorically exempt. A Notice of Exemption will be prepared and posted for public review.

On August 5, 2003, under authority delegated in the Board-approved grant policy, we submitted five grant applications for Clean Beaches Initiative Grants funded by the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40). On August 21, 2003, these five grant applications received preliminary approval pending execution of contracts. The grant amounts estimated to range from $550,000 to $650,000 per project are for Project Nos. 46, 569, 674, and 7401 and Parker Mesa Drain in the Santa Monica Bay. These grants are for the construction and one-year post-construction monitoring for the low-flow diversion projects. The Los Angeles Flood Control District will fund between $150,000 and $200,000 per project to cover the preliminary engineering cost. Construction, including the one-year post-construction monitoring, for all five projects is expected to be completed by December 2006.

The Grant Program requires the governing board of a local agency to adopt a resolution that authorizes the agency's designee to negotiate and to execute the grant contracts and conduct business with the California State Water Resources Control Board on any and all matters related to the Grant Program. The Resolutions will allow the Los Angeles County Flood Control District to execute five grant contracts for Clean Beaches Initiative Grants funded by Proposition 40.

These five projects involve diverting dry weather flows from the existing Los Angeles County Flood Control District storm drain to the sanitary sewer systems for treatment. These sanitary sewer systems are operated by the City of Los Angeles and the County

Sanitation Districts of Los Angeles County. These five projects will have positive effects on the water quality of Santa Monica Bay.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Service Excellence. By implementing the proposed improvements, residents of the County will benefit from the enhanced water quality of Santa Monica Bay.

This action is also consistent with the County's Strategic Plan Goal of Fiscal Responsibility by utilizing grant funding for the construction of these projects.

FISCAL IMPACT/FINANCING

Your Board's action will have no fiscal impact on net County cost. These projects will be funded with the Los Angeles Flood Control District funds and the cost will be partially offset with Proposition 40 Grant reimbursements. The grant amounts are estimated to range from $550,000 to $650,000 per project. The Los Angeles Flood Control District will fund between $150,000 and $200,000 per project to cover the preliminary engineering cost. We will return to your Board for final grant acceptance, project approval, and contract award. At that time, we will also request any Appropriation Adjustment that might be required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines to be followed when accepting grants of $100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, enclosed are the Grant Management Statements for these grants for your review.

Delegating authority to the Chief Engineer, or his designee, to act as an agent for the Los Angeles County Flood Control District when conducting business with the California State Water Resources Control Board on items related to these grants is required by the California State Water Resources Control Board as a condition to execute the grant contracts and receive funds.

The Resolutions and the sample contract (Attachment A) have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action. Project No. 674 qualifies for a Categorical Exemption pursuant to Sections 15301(b) and (f) of the California Environmental Quality Act and Class 1(e) and (i) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

Upon approval of the exemption by your Board, a $25 handling fee will be paid to the County Clerk for filing a Notice of Exemption in accordance with the requirements of Section 21152(a) of the California Public Resources Code.

On January 20, 2004, Synopsis 46, your Board found Project Nos. 46, 569, and 7401 and Parker Mesa Drain low-flow diversion projects categorically exempt from the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

Upon approval, please return two approved copies of this letter and four copies of each signed Resolution to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description: Project No. 46 – Low Flow Diversion at Rose Avenue (CBI Project No. 113)

Design and construct a low-flow diversion system to divert dry weather low-flow runoff from the existing storm drain to the City of Santa Monica sanitary sewer line for treatment at the City of Los Angeles Hyperion Treatment Plant. The proposed low-flow diversion system is located in public street right-of-way on Fifth Street and Rose Avenue.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State Water Resources Control Board	Proposition 40, Clean Beaches Initiative	June 30, 2004

Total Amount of Grant Funding: $550,000	**District Match:** $145,600	
Grant Period: 4 years	**Begin Date:** Jan 03	**End Date:** Dec 06
Number of Personnel Hired Under This Grant:	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the District When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Exhibit E, Item 6 requires that the District properly operate and maintain all portions of the project for its Useful Life, estimated to be 20 years from and after completion of construction. The annual operating and maintenance cost after completion of the project is estimated at $17,000. The annual treatment and monitoring cost is estimated at $24,000.

Department Head Signature_____

Date:_____

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants $100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description: Project No. 569 – Low Flow Diversion at Avenue I (CBI Project No. 106)

Design and construct a low-flow diversion system to divert dry weather low-flow runoff from the existing storm drain into the sanitary sewer system for treatment at the County Sanitation Districts of Los Angeles County's treatment plant. The proposed low-flow diversion system is located in the public street right-of-way at the intersection of Esplanade Avenue and Avenue I.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State Water Resources Control Board	Proposition 40, Clean Beaches Initiative	June 30, 2004

Total Amount of Grant Funding: $650,000	**District Match:** $162,000	
Grant Period: 4 years	**Begin Date:** Jan 03	**End Date:** Dec 06
Number of Personnel Hired Under This Grant: 0	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the District When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Exhibit E, Item 6 requires that the District properly operate and maintain all portions of the project for its Useful Life, estimated to be 20 years from and after completion of construction. The annual operating and maintenance cost after completion of the project is estimated at $17,000. The annual treatment cost is estimated at $20,000, and the annual monitoring cost is estimated at $35,000.

Department Head Signature_____

Date:_____

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description: Project No. 674 – Low Flow Diversion at Santa Ynez (CBI Project No. 116)

Design and construct a low-flow diversion system to divert dry weather low-flow runoff from the existing storm drain to the City of Los Angeles sanitary sewer line for treatment at the City of Los Angeles Hyperion Treatment Plant. The proposed low-flow diversion system is located south of Pacific Coast Highway, approximately 250 feet east of the Sunset Boulevard intersection, in the Castellammare region of the City of Los Angeles.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State Water Resources Control Board	Proposition 40, Clean Beaches Initiative	June 30, 2004

Total Amount of Grant Funding: $550,000	**District Match:** $197,600	
Grant Period: 4 years	**Begin Date:** Jan 03	**End Date:** Dec 06
Number of Personnel Hired Under This Grant: 0	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the District When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Exhibit E, Item 6 requires that the District properly operate and maintain all portions of the project for its Useful Life, estimated to be 20 years from and after completion of construction. The annual operating and maintenance cost after completion of the project is estimated at $17,000. The annual treatment and monitoring cost is estimated at $24,000.

Department Head Signature_____

Date:_____

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description: Project No. 7401 – Low Flow Diversion at Ashland Avenue (CBI Project No. 114)

Design and construct a low-flow diversion system to divert dry weather low-flow runoff from the existing storm drain to the City of Santa Monica sanitary sewer line for treatment at the City of Los Angeles Hyperion Treatment Plant. The proposed low-flow diversion is located within the public street right-of-way on Ashland Avenue near Neilson Way.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State Water Resources Control Board	Proposition 40, Clean Beaches Initiative	June 30, 2004

Total Amount of Grant Funding: $550,000	**District Match:** $172,600	
Grant Period: 4 years	**Begin Date:** Jan 03	**End Date:** Dec 06
Number of Personnel Hired Under This Grant:	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the District When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Exhibit E, Item 6 requires that the District properly operate and maintain all portions of the project for its Useful Life, estimated to be 20 years from and after completion of construction. The annual operating and maintenance cost after completion of the project is estimated at $17,000. The annual treatment and monitoring cost is estimated at $24,000.

Department Head Signature_____

Date:_____

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants $100,000 or More

Department: Public Works on behalf of Los Angeles County Flood Control District

Grant Project Title and Description: Parker Mesa Drain – Low Flow Diversion (CBI Project No. 108)

Design and construct a low-flow diversion system to divert dry weather low-flow runoff from the existing storm drain into a City of Los Angeles sanitary sewer line for treatment at the City of Los Angeles Hyperion Treatment Plant. The proposed low-flow diversion system is located south of Pacific Coast Highway near the intersection of Coastline Drive.

Funding Agency	**Program** (Fed. Grant #/State Bill or Code #)	**Grant Acceptance Deadline**
State Water Resources Control Board	Proposition 40, Clean Beaches Initiative	June 30, 2004

Total Amount of Grant Funding: $608,000	**District Match:** $152,000	
Grant Period: 4 years	**Begin Date:** Jan 03	**End Date:** Dec 06
Number of Personnel Hired Under This Grant: 0	**Full Time:** 0	**Part Time:** 0

Obligations Imposed on the District When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the District obligated to continue this program after the grant expires?	Yes	
If the District is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Exhibit E, Item 6 requires that the District properly operate and maintain all portions of the project for its Useful Life, estimated to be 20 years from and after completion of construction. The annual operating and maintenance cost after completion of the project is estimated at $17,000. The annual treatment and monitoring cost is estimated at $35,000.

Department Head Signature_____

Date:_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPOSITION 40 CLEAN BEACHES INITIATIVE GRANT PROGRAM

WHEREAS, The Los Angeles County Flood Control District intends to construct Project No. 46 – Low-flow Diversion at Rose Avenue that will prevent urban runoff from reaching Venice City Beach and shoreline waters by diverting dry weather low-flow to City of Los Angeles's sanitary sewer for treatment at the City of Los Angeles Hyperion Treatment Plant; and

WHEREAS, The County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to designate a representative to negotiate and execute the grant contract and any amendments, and to sign the requests for disbursements on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby:

Authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to The Proposition 40 Clean Beaches Initiative Grant, including negotiating and executing the grant contract and any amendments for amount of $550,000 and signing the requests for disbursement.

The foregoing Resolution was on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPOSITION 40 CLEAN BEACHES INITIATIVE GRANT PROGRAM

WHEREAS, The Los Angeles County Flood Control District intends to construct Project No. 569 – Low-flow Diversion at Avenue I that will prevent urban runoff from reaching Redondo County Beach and shoreline waters by diverting dry weather low-flow to City of Los Angeles's sanitary sewer for treatment at the County Sanitation Districts of Los Angeles County's treatment plant; and

WHEREAS, The County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to designate a representative to negotiate and execute the grant contract and any amendments, and to sign the requests for disbursements on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby:

Authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to The Proposition 40 Clean Beaches Initiative Grant, including negotiating and executing the grant contract and any amendments for an amount of $650,000 and signing the requests for disbursement.

The foregoing Resolution was on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPOSITION 40 CLEAN BEACHES INITIATIVE GRANT PROGRAM

WHEREAS, The Los Angeles County Flood Control District intends to construct Project No. 674 – Low-flow Diversion at Santa Ynez that will prevent urban runoff from reaching Will Rogers State Beach and shoreline waters by diverting dry weather low-flow to City of Los Angeles's sanitary sewer for treatment at the City of Los Angeles Hyperion Treatment Plant; and

WHEREAS, The County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to designate a representative to negotiate and execute the grant contract and any amendments, and to sign the requests for disbursements on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby:

Authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to The Proposition 40 Clean Beaches Initiative Grant, including negotiating and executing the grant contract and any amendments for an amount of $550,000 and signing the requests for disbursement.

The foregoing Resolution was on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPOSITION 40 CLEAN BEACHES INITIATIVE GRANT PROGRAM

WHEREAS, The Los Angeles County Flood Control District intends to construct Project No. 7401 – Low-flow Diversion at Ashland Avenue that will prevent urban runoff from reaching Venice City Beach and shoreline waters by diverting dry weather low-flow to City of Los Angeles's sanitary sewer for treatment at the City of Los Angeles Hyperion Treatment Plant; and

WHEREAS, The County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to designate a representative to negotiate and execute the grant contract and any amendments, and to sign the requests for disbursements on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby:

Authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to The Proposition 40 Clean Beaches Initiative Grant, including negotiating and executing the grant contract and any amendments for an amount of $550,000 and signing the requests for disbursement.

The foregoing Resolution was on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPOSITION 40 CLEAN BEACHES INITIATIVE GRANT PROGRAM

WHEREAS, The Los Angeles County Flood Control District intends to construct Parker Mesa Drain – Low-flow Diversion that will prevent urban runoff from reaching Will Rogers State Beach and shoreline waters by diverting dry weather low-flow to City of Los Angeles's sanitary sewer for treatment at the City of Los Angeles Hyperion Treatment Plant; and

WHEREAS, The County Strategic Plan Goal of Fiscal Responsibility requires that departments actively seek project funds from outside agencies; and

WHEREAS, the California State Water Resources Control Board requires a Resolution by the governing body of the local agency to designate a representative to negotiate and execute the grant contract and any amendments, and to sign the requests for disbursements on behalf of the local agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby:

Authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California State Water Resources Control Board on any and all matters related to The Proposition 40 Clean Beaches Initiative Grant, including negotiating and executing the grant contract and any amendments for an amount of $608,000 and signing the requests for disbursement.

The foregoing Resolution was on the _____ day of _____, 2004 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing district, agencies, and authorities for which said board so acts.

VIOLET VARONA-LUKENS
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By_____
Deputy

ATTACHEMENT A

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to the State Water Resources Control Board (SWRCB) subvention services as described herein to complete the project known as Project No. 46 – Low Flow Diversion at Rose Avenue.
2. The services shall be performed at Venice Beach, City of Los Angeles, and County of Los Angeles.
3. A detailed description of the work to be performed and the duties of all parties is provided in Exhibit A-1, Work To Be Performed. Exhibit A-1 is attached hereto and made a part of this agreement.

PROJECT REPRESENTATIVES

State Agency: State Water Resources Control Board	Contractor: Los Angeles County Flood Control District
SWRCB Project Representative: Christopher Stevens	Contractor Project Representative: James A. Noyes
Phone: (916) 341-5698	Phone: (626) 458-5198
Fax: (916) 341-5707	Fax: (626) 458-5112

The SWRCB's Project Representative shall be Mr. Christopher Stevens of the Division of Financial Assistance. The SWRCB Project Representative shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the SWRCB with respect to this agreement. The SWRCB's Executive Director, or designee, may also perform any and all acts that could be performed by the SWRCB Project Representative under this agreement. Except as otherwise expressly provided, all communications relative to this agreement shall be given to the SWRCB Project Representative.

The Contractor Project Representative shall be James A. Noyes. The Contractor's Project Representative shall be the Contractor's representative for the technical conduct and administration of the agreement and shall have full authority to act on behalf of the Contractor. All communications given to the Contractor Project Representative shall be binding as if given to the Contractor.

The parties may change their SWRCB Project Representative or Contractor Project Representative upon providing written notice to the other party. All inquiries should be directed to:

State Water Resources Control Board	Contractor: Los Angeles County Flood Control District
Division of Financial Assistance	Section/Unit: Programs Development Division, Flood Management Section
Attention: SWRCB Project Manager	Attention: Tina Cheng
Address: 1001 I Street, 16th Floor, Sacramento, CA 95814	Address: County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460
Phone: (916) 341-XXXX	Phone: (626) 458-5198
Fax: (916) 341-5707	Fax: (626) 458-5112

Mailing Address For Disbursements:
Contractor: Los Angeles County Flood Control District
Attention: Dennis Denby
Address: P.O. Box 1460 Alhambra, CA 91802-1460
Phone: (626) 458-6500
Fax: (626) 458-6504

ATTACHEMENT A

EXHIBIT A

A. BACKGROUND AND GOALS

Urban runoff picks up and carries pollutants along its path from streets to storm drains before flowing untreated to the ocean. This contaminated water affects marine life and beach water quality, posing a threat to public health and, therefore, preventing thousands of beach-going families from enjoying the popular beaches.

The water quality objectives for this project are based on the Dry Weather Bacteria Total Maximum Daily Loads for the Santa Monica Bay. The bacterial indicators that we will focus on are total coliform density, fecal coliform density, and enterococcus density. By diverting the urban runoff to City of Los Angeles Hyperion Treatment Plant for treatment during dry weather, the bacterial indicators will show a decline, thus reducing bacterial-related dry-weather beach closures and postings. Our objective is to improve the overall ocean water quality by preventing trash and other pollutants from being discharged to the ocean by this storm drain by December 31, 2004.

This project involves the design and construction of a low-flow diversion system. Dry weather low-flow runoff from the existing Los Angeles County Flood Control District storm drain (on Fifth Street) will be diverted to an existing 15-inch City of Santa Monica sanitary sewer line (on Rose Avenue) for treatment at the City of Los Angeles Hyperion Treatment Plant. The proposed low flow diversion system is located within the public street right-of-way.

The completion of this project will prevent contaminated runoff from reaching beaches and shoreline waters by diverting the flow to the City's sanitary sewer. The process will improve coastal water quality, reduce the number of dry weather beach warnings and closures, and protect public health and marine organisms from harmful pollutants (such as metals and pesticides). In addition, this project will enhance the recreational and aesthetic value of the Venice Beach area by reducing beach warnings and closures, thereby enabling families to spend more time at the beach.

B. WORK TO BE PERFORMED

The Contractor shall be responsible for the performance of the work as set forth herein below and for the preparation of products and a final report as specified in this Exhibit. The Contractor Project Representative shall promptly notify the SWRCB Project Representative of events or proposed changes that could affect the scope, budget, or schedule of work performed under this agreement.

Task 1: Project Management and Administration

1.1 Provide all technical and administrative services as needed for contract completion; monitor, supervise and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

1.2 Ensure that the contract requirements are met through completion of quarterly progress reports and through regular communication with the SWRCB Project Representative. The progress reports shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this contract. The description of activities and accomplishments of each task during the quarter shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

1.3 State Disclosure Requirements - Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this contract:

"Funding for this Project has been provided in full or in part through a contract with the State Water Resources Control Board (SWRCB) pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40). The contents of

EXHIBIT A–1 – WORK TO BE PERFORMED

this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." (Gov. Code 7550, 40 CFR 31.20)

The Contractor shall include in each of its contracts for work under this contract a provision that incorporates the requirements stated within this subtask.

1.4 The Contractor and any of its subcontractors shall notify the SWRCB Project Representative at least ten working days prior to any public or media event publicizing the accomplishments and/or results of this contract and provide the opportunity for attendance and participation by SWRCB representatives.

1.5 Complete a one-page contract summary form (form to be provided by the SWRCB) within three months of the contract execution.

1.6 Award contract(s) to appropriate subcontractors to perform tasks as outlined in this agreement. Document steps taken in soliciting and awarding the contract(s) and submit them to the SWRCB Project Representative for review. Document all contractor activities in quarterly/monthly reports.

1.7 At the completion of this project and prior to final payment, the Contractor's Project Representative shall fill out and provide a project survey form to the SWRCB Project Representative.

Task Deliverables: 1.2 Quarterly Progress Reports, 1.5 Contract Summary Form, 1.6 Subcontractor Documentation, 1.7 Project Survey Form

Task 2: California Environmental Quality Act (CEQA) Documents and Permits

2.1 Comply with CEQA requirements for the project. No work that is subject to CEQA shall proceed under this contract until the SWRCB Project Representative receives documents that satisfy the CEQA process, the SWRCB makes findings where appropriate, and the SWRCB Project Representative incorporates mitigation and monitoring measures into the project contract where appropriate.

2.1.1 Prepare a Preliminary Environmental Determination to determine whether the project qualifies for a Categorical Exemption, and if not, what environmental documents and permits are required.

2.1.2 If not categorically exempt, obtain appropriate CEQA documentation, such as preparing a Negative Declaration.

2.2 Secure the following permits for the project. No work that is subject to permitting shall proceed under this contract until the SWRCB Project Representative receives documents that satisfy the permitting process(es).

2.2.1 An Industrial Wastewater Discharge Permit from the City of Santa Monica is required to divert the low-flows to City's sanitary sewer line for treatment at the City of Los Angeles Hyperion Treatment Plant.

2.2.2 A Coastal Development Permit may be required from the California Coastal Commission for construction activities within the coastal zone.

2.2.3 A NPDES Construction Dewatering Permit may required from the Regional Water Quality Control Board for the pumping, containment, management, transportation and off-site disposal of all groundwater generated on the project.

EXHIBIT A–1 – WORK TO BE PERFORMED

Task Deliverables:
2.1.2 CEQA Documentation; 2.2.1 Industrial Wastewater Discharge Permit; 2.2.2 Coastal Development Permit; 2.2.3 NPDES Construction Dewatering Permit.

Task 3: Quality Assurance Project Plan and Monitoring and Reporting Plan

3.1 Prepare and maintain a Quality Assurance Project Plan (QAPP). Language can be substituted to reference an approved existing QAPP. The SWRCB Project Representative prior to the implementation of any sampling or monitoring activities shall approve the QAPP.

3.2 Submit to the SWRCB a monitoring and reporting plan consistent with Public Resources Code §30916(d). The plan shall address the following:
1. Identifies the non-point source or sources of pollution to be prevented or reduced by the project.
2. Describes the baseline water quality or quality of the environment to be addressed.
3. Describes the manner in which the project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results.
4. Describes the monitoring program, including, but not limited to, the methodology, and the frequency and duration of monitoring.

Task Deliverables: 3.1 QAPP; 3.2 Monitoring and Reporting Plan.

Task 4: Prepare plans and specifications
- 4.1 Survey project area and provide survey CAD file, field book notes, and level book notes to designers
- 4.2 Prepare a preliminary study map and provide in CAD format to designers
- 4.3 Complete design of plans and specifications and sign by Administration
- 4.4 Prepare cost estimate
- 4.5 Notify utility companies about project

Task 5: Obtain agency approval of plans and specifications: City of Los Angeles Board of Public Works

Task 6: Complete geotechnical investigations report
- 6.1 Complete preliminary environmental research
- 6.2 Drill borings and corings
- 6.3 Install monitoring well
- 6.4 Develop well
- 6.5 Conduct a slug test
- 6.6 Summarize geotechnical and geologic findings in a report format

Task 7: Acquire necessary right-of-way
- 7.1 Perform a title search for underlying fee owners
- 7.2 Prepare documents/permit for temporary and permanent easement

Task 8: Construct Project
- 8.1 Advertise construction contract for bids
- 8.2 Bid opening of all contractor bids
- 8.3 Award construction contract to contractor with lowest responsible bid
- 8.4 Notice to proceed to the construction contractor
- 8.5 Start construction of project by the contractor
- 8.6 Complete construction by the contractor
- 8.7 Board of Supervisors acceptance of project

Task 9: Monitoring: Sample and analyze according to QAPP and Monitoring and Reporting Plan

EXHIBIT A–1 – WORK TO BE PERFORMED

Task Deliverables:
4.3 Final plans and specifications; 4.4 Cost estimate; 6.6 Geotechnical and geologic investigations report; 7.2 Right-of-Entry permit and easement; 8.1 Advertisement of the project; 8.3 Award of construction contract; 8.4 Notice to Proceed; 8.7 Board acceptance of the project.

Task 10: Reporting

10.1 Prepare a draft final project report that summarizes project accomplishments and submit to SWRCB Project Representative for review and comment. The report shall include the following requirements:

1. A brief introduction section including a statement of purpose, the scope of the project, and a brief description of the approach and techniques used during the project.
2. A list of task products previously submitted as outlined in the Schedule of Completion.
3. Any additional information that is deemed appropriate by the SWRCB Project Representative and/or Contractor.
4. Indicate whether the purposes of the project have been met.
5. Include information collected in accordance with the project monitoring and reporting plan, including a determination of the effectiveness of the project in preventing or reducing pollution and he results of the monitoring program.

10.2 Prepare final report that addresses comments from the SWRCB Project Representative.

Task Deliverables: 10.1 Draft Final Report, 10.2 Final Report

C. SCHEDULE OF COMPLETION DATES

TASK	DESCRIPTION	COMPLETION DATE
1	Project Management and Administration	December 2005
2	CEQA Documents and Permits	March 2004
3	Quality Assurance Project Plan (QAPP) and Monitoring and Reporting Plan	May 2004
4	Prepare plans and specifications	April 2004
5	Obtain agency approval of plans and specifications	April 2004
6	Complete geotechnical investigations report	May 2004
7	Obtain necessary right-of-way permit/easement	April 2004
8	Construct project	October 2004
9	Monitoring	October 2005
10	Reporting	December 2005

D. REPORTS

1. The Contractor Project Representative shall submit a quarterly progress report to the SWRCB Project Representative describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this agreement, and delivery of intermediate products, if any. The description of activities and accomplishments of each task during the quarter shall contain sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

2. The invoice shall include a copy of the progress report. If the progress report does not accompany the invoice, the invoice shall be deemed incomplete until a copy of the progress report is received.

EXHIBIT A–1 – WORK TO BE PERFORMED

3. The Contractor's Project Representative shall submit to the SWRCB Project Representative one reproducible master and two (2) copies of a draft report describing the work performed pursuant to Section B of this Exhibit for review and comment.

4. The SWRCB Project Representative shall submit final comments on the draft report to the Contractor's Project Representative.

5. The Contractor's Project Representative shall submit to the SWRCB Project Representative for approval one reproducible master and two (2) copies of the final report containing the results of the work performed and addressing the comments submitted to the Contractor's Project Representative by the SWRCB Project Representative. The report shall not be considered final until accepted and approved by the SWRCB Project Representative.

E. SPECIAL MITIGATION MEASURES

[X] No special mitigation measures are attached to this grant. **or**

[ ] Special mitigation measures that must be complied with are as follows:.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

A. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name: SWRCB Project Manager
Office: Division of Financial Assistance
Address: 1001 I Street, 16th Floor, Sacramento, CA 95814

B. Payments will be on a cost incurred basis, upon receipt of an undisputed invoice and completed "Request for Disbursement", SWRCB Form 262 submitted in accordance with the instructions contained herein. Invoices received by the SWRCB Project Representative that are not consistent with this format will be cause for an invoice to be disputed. In the event of an invoice dispute the SWRCB Project Representative shall notify Contractor by Initiating a Standard Form 209 INVOICE DISPUTE NOTIFICATION. Payment will not be made until the dispute has been resolved and a corrected invoice submitted. The SWRCB Project Representative is required to approve all invoices for reimbursement. Only invoices for costs incurred after January 1, 2003, with all appropriate backup documents (supporting itemized invoice) attached will be approved.

The invoices shall include the following information:

a. The word "Invoice" must appear in a prominent location at the top of the page(s) and include a sequential number.

b. Printed name of the Contractor.

c. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;

d. "Bill To" is SWRCB;

e. The date of the invoice;

f. The contract number upon which the claim is based;

g. An itemized account of the services by task for which the SWRCB is being billed;

h. Printed on Original Contractor Letterhead or original signature by the Contractor's Administrative Officer or designee.

i. The invoice must show the time period actually being billed. Submitting monthly or quarterly invoices is acceptable. Quarterly invoices must be based on the calendar quarter (ending in March, June, September, and December).

C. Computing the Amount Due

Payment will be made upon submittal of an invoice which details the percentage of each task completed based on work not dollars spent. Notwithstanding any other provision of this contract, the Contractor agrees that the SWRCB may retain an amount equal to ten percent of the grant amount specified in this contract until completion of the Project to the satisfaction of the Division. Any retained amounts due to the Contractor will be promptly disbursed to the Contractor, without interest, upon completion of the Project.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

D. Final Invoice

The final invoice should include the amount of the remainder of the contract work. The invoice must be clearly marked "FINAL INVOICE."

E. Backup Documents

It is necessary to provide quarterly reports, task deliverables due, and vendor invoices for the purchase of equipment (over $5000) as attachments to the invoices. You must, however, keep copies of all vendor invoices, timesheets, and any other documents related to the project for future audit purposes.

F. Payment of Project Costs

Contractor agrees that it shall pay all Project costs. All costs and payments for the Project shall be paid by the Contractor promptly and in compliance with all applicable laws.

G. Withholding of Grant Disbursements

The SWRCB may withhold all or any portion of the grant funds provided for by this contract in the event that:

(1) The Contractor has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this contract;

(2) The Contractor fails to maintain reasonable progress toward completion of the Project.

H. Fiscal Management Systems and Accounting Standards

The Contractor shall comply with state standards for financial management systems. At a minimum, the Contractor's fiscal control and accounting procedures shall permit preparation of reports required by the state and tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or the terms of this contract. The Contractor shall maintain separate Project accounts in accordance with generally accepted government accounting standards.

2. LIMITATION OF FUNDING:

The maximum amount to be encumbered under this agreement from the 2003 state fiscal year shall not exceed $550,000.

4. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of 2002/03 and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. BUDGET

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

A. Task Budget

TASK	DESCRIPTION	PROP 40 SWRCB GRANT FUNDS	TOTAL
1.	Project mgmt and admin.	$ 20,000	$ 40,000
2.	CEQA docs and permits	$ 3,000	$ 3,000
3.	QAPP and MRP	$ 3,000	$ 3,600
4.	Plans and specifications	$ 77,000	$ 90,000
5.	Agency approvals	$ 0	$ 1,000
6.	Geotechnical report	$ 22,000	$ 30,000
7.	Right-of-way	$ 5,000	$ 5,000
8.	Construction	$400,000	$450,000
9.	Monitoring	$ 10,000	$ 35,000
10.	Reporting	$ 10,000	$ 38,000
	TOTALS	$550,000	$695,600

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

B. Line Item Budget

	PROP 40 SWRCB GRANT FUNDS	TOTAL
1. Personnel Services (including fringe Benefits @ 45.6%) Class, Hours, $/Hour Associate Civil Engineer __ hours @ $/hr Civil Engineer __ hours @ $/hr Senior Civil Engineer __ hours @ $/hr Engineering Geologist __ hours @ $/hr Engineering Testing Technician __ hours @ $/hr Survey Technician __ hours @ $/hr Survey Party Chief __ hours @ $/hr	$120,000	$190,600
2. Operating Expenses; Includes soil testing, water quality analysis, survey, photocopying, telephone, office supplies	$ 25,000	$ 50,000
3. Professional/ Consulting Services	N/A	N/A
4. Construction Expenses**	$400,000	$450,000
5. Equipment Purchase	N/A	N/A
6. Computer Time	N/A	$ 0
7. Travel Expenses Per Diem @ $_____/day+tax Mileage @ $0.34/mile	N/A	$ 0
8. Overhead (__%)	$ 5,000	$ 5,000
TOTAL BUDGET	$550,000	$695,600

** Define the source or nature of capital expenditures for construction.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Disputes: Any dispute arising under or relating to the terms of this Agreement, or related to performance hereunder, which is not disposed of by Agreement shall be decided by the SWRCB Project Representative, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the SWRCB Project Representative shall be final and conclusive unless, within 15 calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State's Executive Director. The decision of the SWRCB's Executive Director, or designee, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the SWRCB Project Representative unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

   Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment, and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. Rights in Data: The Contractor 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 Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)

3. Income Restrictions: The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.

4. Permits, Subcontracting, Waiver, Remedies and Debarment: The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

   Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB Project Representative.

   Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

   Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

   Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549,

EXHIBIT D– SPECIAL TERMS AND CONDITIONS

"Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

5. Travel and Per Diem: Any reimbursement for necessary traveling and per diem shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining Agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

6. Novation: If the Contractor proposes any novation Agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days. No novation shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.

7. Priority Hiring Considerations: Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institution Code. (PCC 10353 W&I 11200, 11349, 2CCR, 1896.30 SCM 5.3)

8. Contract Modifications: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in the work to be performed under this agreement so long as the modified work is within the general scope of work called for by this agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten days after receipt of a written "contract modification", submit to the SWRCB a written statement setting forth the disagreement with the change.

9. Termination: Notwithstanding the provisions of the Department of General Services General Terms and Conditions (GTC). This contract may be terminated by written notice at any time prior to completion of the Project, at the option of the SWRCB, upon violation by the Grantee of any material provision of this contract after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

10. Line Item Budget and Task Budget Flexibility:

    a. Line Item Adjustment(s):

    Subject to the prior review and approval of the SWRCB Project Representative, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the agreement total including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal agreement amendment.

    b. Task Item Adjustment(s):

    Subject to the prior review and approval of the SWRCB Project Representative, adjustments between existing task item(s) may be adjusted up to fifteen percent (15%) of the agreement total including any amendment(s) thereto. Task item adjustments in excess of fifteen percent (15%) shall require a formal agreement amendment.

    c. Procedure to Request an Adjustment:

    Adjustments must be requested in writing by either the SWRCB or the Contractor. The adjusted budget shall be clearly indicated in the request, by submitting a copy of the original Agreement Budget sheet reflecting the requested changes.

EXHIBIT D– SPECIAL TERMS AND CONDITIONS

11. Computer Software: Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

12. Property Acquisitions: Property, as used in this section, shall include:

    a. Equipment – Tangible property (including furniture) with a unit cost of $5,000.00 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.

    b. Furniture – standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.

    c. Portable Assets – Items considered "highly desirable" because of their portability and value; e.g. calculators, typewriters, dictaphones, cameras and microscopes.

    d. Electronic Data Processing (EDP) Equipment – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit "B" (Budget and Payment Provisions). Any property purchased by the Contractor with funds provided under this Agreement shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the SWRCB Project Representative and to the State's Property Officer (Property Officer). Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate renewal hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State.

Prior written authorization by the SWRCB Project Representative shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the SWRCB Project Representative all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by the State, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Contractor's invoices.

The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase prepare a "Property Purchased with State Funds" (Form SWRCB 3-016) and submit one copy to the SWRCB Project Representative and one copy to the Property Officer. The Contractor must retain a copy.

The State reserves the right at any time to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Office of Procurement has negotiated with vendors who supply the same type of property.

All property shall be tagged after acquisition by Contractor in accordance with instructions provided. The purpose of tagging assets is to designate the assets as belonging to the State.

Whenever property is lost, stolen, or destroyed, the Contractor shall immediately report the loss, theft, or destruction to the local law enforcement agency (or the California Highway Patrol (CHP) if the crime occurs on either state-owned or state leased property) and to the SWRCB Project Representative and prepare a Property Survey Report. In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property from (Std. 99), obtain a copy of the law enforcement agency's report and submit these to the SWRCB Project Representative. The Contractor shall adjust its property accounting records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence.

EXHIBIT D– SPECIAL TERMS AND CONDITIONS

Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

Upon termination, expiration or failure to negotiate renewal of the Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an "Inventory of State Furnished Property" (Form SWRCB 3-017) and submit to the State and shall at that time query the SWRCB Project Representative as to the State's requirements, including the manner and method, in returning said property to the State. Final Disposition of such property shall be at State expense in accordance with instructions from the SWRCB Project Representative to be issued immediately after receipt of the final inventory.

State policies and procedures applicable to procurement with nonfederal funds shall apply to procurement by Contractor under this Agreement provided that procurements conform to applicable State law and the standards identified in this section. These include but are not limited to statutes applicable to State agencies, statutes applicable to State college and university public works projects, the California Constitution governing University of California contracting, the State Administrative Manual (SAM), statutes applicable to specific local agencies, applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda. (40CFR 31.36) (SCM 7.29)

13. Union Organizing: Contractor, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Contractor, by signing this agreement hereby certifies that:

    1) No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

    2) Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

    3) Contractor shall, where state funds are not designated as described in Department of General Services "General Terms and Conditions" (GTC) Item 18, b) allocate, on a pro-rate basis, all disbursements that support the grant program.

    4) If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT E
SWRCB CLEAN BEACH SPECIAL CONDITIONS

1. BOND TERMS

Contractor agrees to all of the following:

A. Work performed under this Contract shall protect the water quality and environment of coastal waters, estuaries, bays, and near shore waters.

B. The Project has been the subject of consultation between the SWRCB, the State Coastal Conservancy, and the Clean Beaches Task Force.

C. The Project demonstrates the ability to produce sustained benefits for 20 years.

D. The Project addresses the causes for the pollution, rather than the symptoms.

E. The Project shall be consistent with applicable existing water quality and resources protection plans.

F. The Contractor has submitted a Monitoring and Reporting Plan.

G. The Contractor has informed the SWRCB of any public agency approvals, entitlements, and permits necessary to complete the Project.

H. The Project is consistent with recovery plans for coho salmon, steelhead, or trout, where applicable and to the extent feasible shall seek to implement actions specified in those plans.

I. The Project has been the subject of public review.

K. The project complies with the restrictions specified in Section 16727 of the Government Code.

2. DEFINITIONS

A. "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, construction, engineering, and administration costs of the project.

B. "Completion of Construction" means the date, as determined by the Division after consultation with the Contractor, that the work of building and erection of the Project is substantially complete.

C. "Contractor" means Los Angeles County Flood Control District .

D. "Force Account" means the Contractor's own employees or equipment used for Project construction.

E. "Initiation of Construction" means the date that notice to proceed with work is issued for the Project or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

F. "Initiation of Operation" means the date, as determined by the Division after consultation with the Contractor, that operation of the Project is or is capable of being initiated, whichever comes first.

G. "Project" means the Project as described in Exhibit A-1.

H. "Scope of the Project" and "Scope of Work" mean the work described in Exhibit A-1 of this contract.

I. "Subcontractor" means a written agreement between the Agency and another party and any tier of agreement thereunder for the furnishing of services, supplies, or equipment necessary to complete the Project for which this grant was made, including contracts and subcontracts for personal and professional services, agreements with consultants and purchase orders.

J. "Subcontractor" means a party to whom a subcontract is awarded.

EXHIBIT E – SWRCB CLEAN BEACH SPECIAL CONDITIONS

K. "SWRCB" means the State Water Resources Control Board.

L. "Useful Life" of Project means 20 years from and after Completion of Construction, unless otherwise indicated.

3. GENERAL COMMITMENTS

The Contractor accepts and agrees to comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Contractor in its application, accompanying documents, and communications filed in support of its request for this Grant.

4. COMPLETION OF PROJECT

The Contractor agrees to expeditiously proceed with and complete the Project in substantial accordance with the application as submitted.

5. CONTINUING OBLIGATIONS

The obligations of Sections 6, 7 and 8 below shall survive the Term of this Contract.

6. OPERATION AND MAINTENANCE

The Contractor covenants and agrees to properly staff, operate, and maintain all portions of the Project during the Project's Useful Life and in accordance with all applicable state and federal laws, rules and regulations. In the event that the Contractor assigns or transfers any or all portions of the Project to another entity, the Contractor shall be responsible to ensure that the assignee or transferee of any or all portions of the Project shall properly staff, operate and maintain all portions of the Project during its Useful Life and in compliance with all applicable state and federal laws, rules and regulations. The Parties to this Agreement understand and agree that this covenant shall survive the expiration or termination of this Agreement. The Parties further understand and agree that this covenant is for the benefit of the SWRCB and shall be enforceable during the Useful Life of the Project facilities.

Failure at any time to comply with this Section shall be considered a material breach and violation of this Agreement, and a nonexclusive remedy shall include reimbursement by the Contractor of all grant funds disbursed under this Agreement, plus accrued prejudgment interest thereon from the date of disbursement of such funds.

7. PROJECT ACCESS

The Contractor shall insure that the SWRCB, or any SWRCB Project Representative thereof, has suitable and reasonable access to the Project site at all reasonable times for the Useful Life of the Project.

8. REPORTS

The Contractor shall expeditiously provide, during construction or upon completion of the Project and thereafter during the Useful Life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the SWRCB program or to fulfill any reporting requirements of the state government.

9. FINAL PROJECT REPORTS; AUDIT

EXHIBIT E – SWRCB CLEAN BEACH SPECIAL CONDITIONS

(A) Within 120 days after the End Term Date of the Contract, the Contractor shall provide to the Division a final cost summary report on the Project. The summary shall include, at a minimum, a statement of:

(1) Total Project costs;

(2) Total Project costs eligible for contract funding under the SWRCB's contract program and this contract;

(3) The total amount of contract funds received;

(4) The amount of interest earned, if any, on contract funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated; and

(B) The Division may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where necessary because of federal requirements. Such an audit shall be performed by a Certified Public Accountant independent of the Contractor and at the cost of the Contractor. The audit shall be in the form required by the Division.

10. RECORDS

(A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted government accounting standards, the Contractor agrees to:

(1) Establish an official Project file that documents all significant actions relative to the Project;

(2) Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all contract funds received under this contract;

(3) Establish separate accounts that depict all income received which is attributable to the Project, specifically including any income attributable to contract funds disbursed under this contract;

(4) Establish an accounting system that accurately depicts final total costs of the Project, including both direct and indirect costs;

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

If the Contractor uses its Force Account for any phase of the Project, the Contractor shall establish accounts which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs may be paid with the SWRCB's prior written approval.

(B) The Contractor shall require Project subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards. The Contractor shall require subcontractors to retain such books, records, and other material for a minimum of thirty-six years after the last disbursement. The Contractor shall require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by state auditors, or any Project Representatives thereof.

(C) The Contractor shall retain its Project records for a minimum of thirty-six years after the last disbursement, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Contractor records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and state auditors, or any Project Representatives thereof.

EXHIBIT E – SWRCB CLEAN BEACH SPECIAL CONDITIONS

(D) All documents required or requested shall be in electronic format.

(E) The Contractor agrees to expeditiously provide, during work on the project and for thirty-six years after the last disbursement, such reports, data, information and certifications as may be reasonably required. Such documents and information shall be provided in electronic format.

11. STATE REVIEWS AND INDEMNIFICATION

The parties agree that review or approval of Project plans and specifications by the SWRCB is for administrative purposes only and does not relieve the Contractor of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between the SWRCB and the Contractor, the Contractor agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project, and the Contractor agrees to indemnify the SWRCB, the State of California and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to planning, design, construction, operation, or maintenance of the Project.

12. SWRCB ACTION: COSTS AND ATTORNEY FEES

Any remedy provided in this contract is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this contract by the Contractor, whether such breach occurs before or after completion of the Project. The SWRCB's exercise of any remedy provided by this contract shall not preclude the SWRCB from pursuing any legal remedy or right otherwise available. In the event of litigation between the parties hereto arising from this contract, the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

13. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor agrees that it shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Contractor shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract, "CEQA", and the State CEQA Guidelines.

14. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

If any breach of any of the provisions of this contract by the Contractor will result in the loss of tax exempt status for any State bonds, or if such breach will result in an obligation on the part of the State to reimburse the federal government for any arbitrage profits, the Contractor shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

15. CONSTRUCTION ACTIVITIES and NOTIFICATIONS

For construction projects, the Contractor shall promptly notify the SWRCB in writing of:

(A) Any substantial Change in Scope of the Project. No substantial change in Project scope may be undertaken until the Contractor provides written notice of the proposed change to the SWRCB and the SWRCB gives written approval for such change;

(B) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of 30 days or more;

(C) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the SWRCB;

(D) Completion of Construction of the Project.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Exhibit C contains the General Terms and Conditions (GTC) 201. These terms and conditions are made part of this agreement as if attached hereto.

The GTC 201 can be viewed at www.dgs.ca.gov/contracts

Please access the above-referenced website and read the GTC 201 in its entirety. A hard copy will not be supplied with your executed contract.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors 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, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with, that:

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

b) The contractor, 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."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ORGANIZING For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.