



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

GAIL FARBER, Director

July 16, 2013

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 July 16, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**COOPERATIVE AGREEMENT BETWEEN THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE
CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
TUJUNGA SPREADING GROUNDS ENHANCEMENT PROJECT
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to approve the Tujunga Spreading Grounds Enhancement Project and to enter into a cooperative agreement with the City of Los Angeles Department of Water and Power for the Tujunga Spreading Grounds Enhancement Project. The cooperative agreement provides for the Los Angeles County Flood Control District to complete final design plans and specifications, execute and administer construction contracts, perform short-term landscaping maintenance, and acquire necessary regulatory permits for the Project. The City of Los Angeles Department of Water and Power will reimburse the Los Angeles County Flood Control District for the total cost of the Project, which is currently estimated to be \$27,245,000.

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

1. Acting as a responsible agency for the Tujunga Spreading Grounds Enhancement Project, consider the Final Environmental Impact Report prepared and certified by the City of Los Angeles Department of Water and Power as lead agency for the project; certify that the Board has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Final Environmental Impact Report; adopt the mitigation monitoring and reporting program, finding that the mitigation monitoring and reporting program is adequately designed to ensure compliance with the mitigation measures during the project implementation; find

that there are no further feasible alternatives or feasible mitigation measures within the Board's power that would substantially lessen or avoid any significant effect the project would have on the environment; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statements are adopted and incorporated herein by reference.

2. Approve the Tujunga Spreading Grounds Enhancement Project and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the City of Los Angeles Department of Water and Power for construction of the Tujunga Spreading Grounds Enhancement Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to adopt the required mitigation monitoring program and Environmental Findings of Fact and Statement of Overriding Considerations and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the City of Los Angeles Department of Water and Power (LADWP). This will enable the District to complete the Tujunga Spreading Grounds Enhancement Project to expand and modify the Tujunga Spreading Grounds to increase water conservation on behalf of LADWP. LADWP will reimburse the District for the total cost of the Project. The Project is conservatively estimated to result in the average annual capture and recharge of an additional 8,000 acre-feet of stormwater.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Fiscal Sustainability (Goal 2) and Integrated Services Delivery (Goal 3). This action is consistent with these goals as it will maintain a collaborative partnership with a local agency to improve infrastructure to increase water conservation for residents of the County of Los Angeles at no cost to the District.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated total cost of the Project is currently \$27,245,000 and LADWP will fund the entire cost of the Project over a period of four fiscal years, beginning in FiscalYear 2013-14. Funding for the first fiscal year will be available in the FiscalYear 2013-14 Flood Control District Budget. Funding for the remaining three fiscal years will be requested through the annual budget process. LADWP will deposit funds with the District to fund the estimated costs for supplemental work, construction management, and to initiate the construction contract. LADWP will make scheduled payments to the District for the balance of the construction contract cost for the Project, up to \$27,245,000. The District will track all costs associated with the Project and return any unused funds after final accounting of the Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District has an ongoing interest and commitment to partner with local agencies to maximize

water conservation benefits. LADWP is a proprietary department of the City of Los Angeles and a municipal utility that provides water and electric services to residents, businesses, and industries in the City. The City possesses the right to the native groundwater of the San Fernando Groundwater Basin. LADWP has historically utilized local groundwater supply to support approximately 12 percent of the City's total water demand. The Tujunga Spreading Grounds recharges the San Fernando Groundwater Basin. LADWP owns the Tujunga Spreading Grounds. The District operates the Tujunga Spreading Grounds on behalf of LADWP.

The Board approved Agreement No. 47864 between LADWP and the District on July 21, 2009, which provides for the District to develop final design plans and technical specifications for the Project to modernize and optimize the facility's configuration. The Project will enhance the facility's recharge capacity and efficiency. The Project consists of combining and deepening the existing spreading basins, installing two new rubber dams and control houses, installing a telemetry system, and building open space enhancements.

The enclosed cooperative agreement provides for the District to implement the Project initiated under Agreement No. 47864. The District will complete design plans and specifications; advertise the project for construction; manage construction of the Project; perform landscape maintenance; and be responsible for permitting, administration, and project management.

LADWP will reimburse the District for all costs incurred by the District, including construction contract costs and District staff costs. The cooperative agreement will be substantially similar in form and content to the enclosed agreement, which has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In approving the Project and cooperative agreement with the LADWP, the District is acting as the responsible agency for the Project. The LADWP, as lead agency, has prepared an initial study, consulted with the District, and certified a Final Environmental Impact Report for this Project on June 4, 2013.

Upon the Board's approval of the Project, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval to enter into the cooperative agreement with LADWP will result in a project that ultimately enhances groundwater recharge in the San Fernando Groundwater Basin and increases the local water supply for residents of the County of Los Angeles.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors

7/16/2013

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Respectfully submitted,

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

GAIL FARBER

Director

GF:CS:vt

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
FOR CONSTRUCTION OF THE
TUJUNGA SPREADING GROUNDS ENHANCEMENT PROJECT**

A G R E E M E N T

This Agreement is made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as District), and the City of Los Angeles Department of Water and Power (hereinafter referred to as LADWP) collectively referred to as Parties.

W I T N E S S E I H

WHEREAS, the City of Los Angeles (hereinafter referred to as City) is home to approximately 4 million residents who depend on reliable sources of water; and

WHEREAS, 88 percent of the water supply in the City is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the local water supply is a reliable source of water that depends on groundwater recharged from a variety of sources, including stormwater; and

WHEREAS, local groundwater supply is a key resource that LADWP has historically utilized to support approximately 12 percent of the City's total water demand; and

WHEREAS, capturing additional stormwater to augment groundwater recharge is vital to sustain the long-term reliability of the City's local groundwater supply; and

WHEREAS, the City's water rights in five local groundwater basins are adjudicated, with the San Fernando Groundwater Basin (hereinafter referred to as Basin) being the largest of the five basins; and

WHEREAS, the City possesses the right to the surface waters of the Los Angeles River and the native groundwater of the Basin in accordance with the California Supreme Court case of *The City of Los Angeles vs. City of San Fernando*, et al., (1975) 14 Cal. 3d 199 and of the Judgment *The City of Los Angeles vs. City of San Fernando*, et al., Los Angeles Superior Court Case No.650079, (January 26, 1979); and

WHEREAS, the City is a beneficiary of stormwater capture and recharge that may improve the condition of the Basin and potentially increase the long-term native safe yield to augment the City's local water supply; and

WHEREAS, LADWP and the District are committed to pursuing opportunities to enhance stormwater capture and groundwater recharge that may improve the condition of the Basin and potentially increase the long-term native safe yield to augment the City's local water supply; and

WHEREAS, the District is a special district organized and operating under the provisions of the District Act; and

WHEREAS, pursuant to the District Act, the District owns and manages flood control and water conservation facilities in the County of Los Angeles (hereinafter referred to as County), and said efforts result in the capture of stormwater used to replenish groundwater basins in the County, including the Basin; and

WHEREAS, the District is the regional entity with expertise in design, construction, and operation of facilities for stormwater capture and groundwater recharge; and

WHEREAS, the District operates five stormwater spreading facilities that, on average, recharge the Basin with over 27,000 acre-feet of water per year for future water supply; and

WHEREAS, LADWP owns and the District operates the Tujunga Spreading Grounds to recharge groundwater in the Basin; and

WHEREAS, the District has historically recharged approximately 5,200 acre-feet per year of stormwater at Tujunga Spreading Grounds, which comprises a significant portion of the native safe yield of the Basin; and

WHEREAS, the District and LADWP executed Agreement No. 47864 in July 2009, for the District to develop final design plans and technical specifications for the Project to modernize and optimize the facility's configuration for enhancing recharge capacity and efficiency for groundwater replenishment of the Basin by combining and deepening the existing spreading basins, installing two new rubber dams and control houses, installing a telemetry system, and building open space enhancements; and

WHEREAS, when constructed, the Project is conservatively estimated to result in the average annual capture and recharge of an additional 8,000 acre-feet of stormwater into the Basin that would have otherwise been lost to the ocean; and

WHEREAS, LADWP is requesting the District to construct the Project in accordance with the said plans and specifications developed pursuant to Agreement No. 47864 between LADWP and the District and this Agreement as more fully set forth herein; and

WHEREAS, the cost to complete the Project is currently estimated by the District to total \$27,245,000 as more fully set forth herein; and

WHEREAS, of this amount LADWP shall allocate \$2,000,000 to the Project, as contingency, to be used solely in the event of extra work caused by differing site conditions, design errors/omissions, and necessary changes in scope; and

WHEREAS, LADWP has completed an Environmental Impact Report for the Project in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, LADWP proposes to finance 100 percent of the Project costs by reimbursing the District as more fully defined herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To perform or cause to be performed supplemental engineering and support (Supplemental Work) for the Project in accordance with Exhibit A for which the estimated cost is currently \$575,000.
- b. To perform or cause to be performed short-term landscaping maintenance (Landscape Maintenance) for the completed Project in accordance with Exhibit B for which the estimated costs is currently \$250,000.
- c. To execute construction contracts for the Project with the apparent responsible contractors with the lowest responsive bids, which is are estimated to total \$22,220,000.
- d. To administer the construction contracts (Construction Management) for the Project according to the said plans and specifications developed pursuant to this Agreement and Agreement No. 47864 between LADWP and the District at an estimated cost of \$2,200,000.
- e. To track the cost of extra work caused by differing site conditions, design errors/omissions and necessary changes in scope. The Project contingency shall be set at \$2,000,000.
- f. To act on behalf of LADWP in actions pertaining to permit acquisition, relocation of utilities, the advertisement of the Project for construction bids, construction contract award, and administration of the construction contracts and in related activities necessary and proper to complete the Project.
- g. To adjust estimated costs to actual cost as described in Section (1), Paragraphs a, b, c, d, and e, above, and as set forth in Exhibit C, as necessary based on updated information during the Agreement period.
- h. To prepare and send invoices to LADWP for the monetary funds set forth in Exhibit C and as described in Section (2) Paragraphs a, b, c, d, and e, below.

- i. To develop Project milestones and provide quarterly progress reports to LADWP through the completion of the Project that include the schedule, budget, work completed during the previous quarter, and an estimate of the percent completion. Progress reports shall be submitted to LADWP within 45 calendar days of the end of each respective quarter. Quarters shall be defined as the periods from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
- j. To provide reasonable notice to LADWP to participate in the Project meetings.
- k. To submit reimbursement(s) to LADWP of unused funds, if any, paid to the District in excess of LADWP's maximum contribution as described in Section (2), Paragraphs a, b, c, d, and e, below, and as set forth in Exhibit C based on final actual Project costs.
- l. To continue to be responsible for the operation and maintenance of the Tujunga Spreading Grounds upon completion of construction, as specified in existing Cooperative Agreement No. 10400.
- m. Upon reasonable notice, to allow representatives from the designated Soil Disposal Site (Site), to enter the construction site to inspect and test all excavated material prior to transport to the Site.
- n. To use generally acceptable accounting practices applicable to public agencies to account for, transfer, and reimburse funds deposited for the Project.
- o. To indemnify, defend, and hold LADWP and its board, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of the District in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of the District under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of the LADWP, its board, officers, agents, or employees or as otherwise provided herein.

Neither LADWP, its officers, agents, or employees shall be responsible to the District for indemnity, whether directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement or release of any hazardous materials, chemicals, or contaminants brought onto the Project site by the District, its agents, contractors, or employees and arising from unauthorized or negligent acts or omissions of the District, its agents, contractors, or employees under or in connection with any work, authority, ownership or jurisdiction delegated or determined to be the responsibility of

District under this Agreement, including but not limited to liability under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA) of 1980 and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, the District agrees that any insurance policies in effect that in any way insure any action to be taken relative to this Project, including policies from its contractor(s), shall name LADWP as an additional insured; and the District shall fully indemnify, defend and hold LADWP harmless from any damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement or release of any hazardous materials, chemicals, or contaminants brought onto the Project site by the District, its agents, contractors or employees and arising from unauthorized or negligent acts or omissions of the District, its agents, contractors or employees under or in connection with any work, authority, ownership or jurisdiction delegated or determined to be the responsibility of the District under this Agreement. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

As used in this Agreement, the term hazardous material means any substance, material, or waste defined as such by statute and/or which is or becomes regulated as a contaminant, pollutant or otherwise in ground or surface water by any local governmental authority including the County of Los Angeles, the State of California, or other regional governmental authority or the federal government.

The District will include provisions in its contracts with contractor(s) performing work on the Project to provide indemnity and insurance coverage (including environmental damage) to LADWP under the same terms as the contractor provides indemnity and insurance coverage to the District.

The provisions of this section shall survive expiration or termination of the Agreement.

(2) LADWP AGREES:

- a. To fund 100 percent of all costs of the Supplemental Work for the Project in accordance with Exhibit A, Exhibit C, and Section (1) Paragraph a.
- b. To fund 100 percent of all costs of the Landscape Maintenance for the Project in accordance with Exhibit B, Exhibit C, and Section (1) Paragraph b.
- c. To fund 100 percent of all costs of construction contracts for the Project in accordance with Exhibit C and Section (1) Paragraph c.
- d. To fund 100 percent of Construction Management for the Project in accordance with Exhibit C and Section (1) Paragraph d.

- e. To fund 100 percent of the cost of extra work caused by differing site conditions, design errors/omissions, and necessary changes in scope in accordance with Exhibit C and Section (1) Paragraph e.
- f. To appoint the District as LADWP's attorney-in-fact for the purpose of representing LADWP in negotiations pertaining to permit acquisition, relocation of utilities, the advertisement of the Project for construction bids, award, and administration of the construction contracts, and in things necessary and proper to complete the Project.
- g. To deposit payment amounts, within 60 days of receipt of invoices as described in Exhibit C and Section (1) Paragraphs a, b, c, d, and e.
- h. To participate, cooperate, and provide technical assistance in its area of expertise and to obtain the necessary LADWP approvals for the Project.
- i. To perform or cause to perform duties as set forth in Exhibits A, B, and C.
- j. To grant to the District, at no cost to the District, any temporary right of way or easements that LADWP owns or has an easement for, that is necessary for the construction of the Project.
- k. To indemnify, defend, and hold the District and its board, officers, employees, and agents harmless from and against any claims, demands, liability, damages, fines, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out any act, error, omission, or willful misconduct on the part of LADWP in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of LADWP under this Agreement. This indemnification shall apply except in the event of a claim or demand arising from the sole negligence or willful misconduct of the District, its board, officers, agents, or employees or as otherwise provided herein.

Neither the District, its officers, agents, or employees shall be responsible to the LADWP for indemnity, whether directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement or release of any hazardous materials, chemicals, or contaminants brought onto the Project site by LADWP, its agents, contractors, or employees and arising from unauthorized or negligent acts or omissions of LADWP, its agents, contractors or employees under or in connection with any work, authority, ownership or jurisdiction delegated or determined to be the responsibility of LADWP under this Agreement, including but not limited to liability under the CERCLA of 1980 and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, LADWP agrees that any insurance policies in effect that in any way insure any action to be taken relative to this Project shall name the District as an additional insured; and LADWP shall fully indemnify, defend and hold the District harmless from any damage or liability

arising from or attributable to the presence or alleged presence, transport, arrangement or release of any hazardous materials, chemicals, or contaminants brought onto the Project site by LADWP, its agents, contractors or employees and arising from unauthorized or negligent acts or omissions of LADWP, its agents, contractors or employees under or in connection with any work, authority, ownership or jurisdiction delegated or determined to be the responsibility of LADWP under this Agreement. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the Parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

The provision of this section shall survive expiration or termination of the Agreement.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. This Agreement may be executed in separate parts by the Parties. The Agreement shall be effective upon the date it is executed by all Parties and will expire by its own operation six (6) years after execution, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Section (1), above, shall be completed by the expiration of this Agreement.
- b. This funding shall be used solely for actual intended costs and shall not be used to supplement other activities outside of those defined in Agreement No. 47864 and as part of this Agreement.
- c. Each of the Parties hereto, pursuant to California Government Code, Sections 895.4 and 895.6, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of California Government Code, Section 895.2. To achieve the above-stated purpose, each of the Parties indemnifies and holds harmless the other party of any liability, cost, or expenses that may be imposed upon such other party solely by virtue of said California Government Code, Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- d. LADWP and the District agree to the terms contained in Exhibits A, B, and C.
- e. The District shall have the right to reject all bids after notifying LADWP and may readvertise the Project if the District deems such action is to be in the best interests of LADWP and the District.
- f. The design, construction, and project management for the Project will be performed in accordance with said plans and specifications following the District standards and practices current as of the date of performance.

- g. At the sole discretion of the District, the Project may be designed, advertised, awarded, and constructed in up to two separate construction contracts.
- h. During construction of the Project, the District shall furnish an inspector or other representative to perform the functions of an inspector. LADWP may also furnish at no cost to the District, an inspector or other representative to inspect construction of the Project. Said inspectors shall cooperate and consult with each other. LADWP inspector shall not issue any directive(s) to the contractor, but shall work through the District inspector. The District inspector shall be the only inspector with the power to direct the contractor.
- i. All District contractors entering or transporting excavated materials to the disposal site shall include the owner of the disposal site as an additional insured on their insurance as well as maintain the minimum insurance, as specified by the disposal site, throughout the duration of the contract.
- j. Each party shall have no financial obligation to the other party under this Agreement, except as herein expressly provided.
- k. This Agreement may be modified only by mutual written consent of the District and LADWP. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' Directors or their delegates.
- l. Notwithstanding any other provision of this Agreement, the District may terminate this Agreement as to the Project if it determines, in its sole discretion, not to proceed with the Project. In the event that District terminates this Agreement as to the Project, pursuant to this paragraph, or if the District fails to complete the Project in accordance with this Agreement, the District shall return all unused funds for the Project previously deposited by LADWP pursuant to this Agreement, if any. The District shall return an accounting of the funds applied to the Project along with a copy of any completed or work-in-progress design documents and shall have no further obligation or liability to LADWP or City for any act, error, omission, or willful misconduct in performance of this Agreement as to the Project.
- m. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- n. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- o. All parties have been represented by counsel in the preparation and negotiation of this Agreement and is deemed drafted and construed by all Parties so as to not be construed against any of them if deemed ambiguous.

The provisions of this section shall survive expiration or termination of this Agreement.

(4) RIGHT TO AUDIT

The District shall maintain, and shall cause the District's contractors and their subcontractors and/or suppliers as applicable to maintain all records pertaining to the management of and services performed under this Agreement and, related subcontracts, and performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement. If the District, the District's contractors, and their subcontractors and/or suppliers are required to submit cost or pricing data in connection with this Agreement, the District must maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after Authorized Auditors), for a period of not less than five (5) years following final payment made by LADWP hereunder or the expiration date of this Agreement, whichever is later.

The District shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at the District's offices at all reasonable times and without charge. The Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the District on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The District shall not, however, be required to furnish the Authorized Auditors with commonly available software.

The District, District's contractors, and their subcontractors and/or suppliers, as applicable to the services provided under this Agreement, shall be subject at any time within 60 calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State, and Federal government audit standards. For contractors, subcontractors, and suppliers that utilize or are subject to the Federal Acquisition Regulation (FAR), Part 30 and 31, et. seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the District will be provided sixty (60) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditor's examination or audit indicates the District has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the District to LADWP within sixty (60) calendar days of notice to the District.

The District shall contractually require all contractors, subcontractors, and suppliers performing services under this Agreement to comply with the provisions of this section by inserting this provision PSC-22 in each contractor contract and by contractually requiring each subcontractor to insert this provision PSC-22 in any of its subcontractor contracts related to services under this Agreement. In addition, the District, their contractors, their subcontractors, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third party beneficiary of the audit provision shall not confer any rights or privileges on the District, their contractors, and/or their subcontractors or any other person/entity."

The provisions of this section shall survive expiration or termination of this Agreement.

(5) NOTICES

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return

receipt requested, in any United States Postal mailbox or at any United States Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: Mr. David R. Pettijohn
Director of Water Resources
City of Los Angeles Department of Water and Power
111 North Hope Street, Room 1460
Los Angeles, California 90012
Fax: (213) 367-0899

DISTRICT: Mr. Christopher Stone
Assistant Deputy Director
County of Los Angeles
Department of Public Works
Water Resources Division
P.O. Box 1460
Alhambra, California 91802-1460
Fax: (626) 979-5309

(6) COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the District and LADWP. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representatives.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CITY OF LOS ANGELES
DEPARTMENT OF WATER AND
POWER

By _____
Ronald O. Nichols
General Manager

By _____
Barbara E. Moschos
Secretary

Exhibit A
Tujunga Spreading Grounds Enhancement Project
SUPPLEMENTAL WORK
Scope of Work

In accordance with the Memorandum of Agreement (Agreement) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles County Flood Control District (District), Supplemental Work will be performed for Tujunga Spreading Grounds Enhancement Project (Project) in order to develop the Project's construction contract documents and advertise the Project's construction contract.

Scope of Work

1. District to deliver design survey detailing the existing site conditions.
2. District to prepare the general specifications in accordance with the District's standards.
3. District to perform utility engineering.
4. District to certify the right-of-way.
5. District to prepare traffic detour plans, if required.
6. District to obtain necessary right-of-way permits from necessary property owners including Caltrans and City of Los Angeles.
7. District to obtain regulatory permits.
8. District to act as primary contact for the rubber dam manufacturer.
9. LADWP to obtain necessary environmental clearances for the Project.
10. LADWP to abate any lead or asbestos on Project site prior to completion of final construction bid package.
11. LADWP to finalize and provide landscaping design plans and specifications to be incorporated into Project's final design documents.
12. District to incorporate Project's design as developed herein and pursuant to Agreement No. 47864 into final design documents.
13. District to obtain LADWP approval of final design documents for Project prior to advertising for construction bids.
14. District to prepare contract documents and advertise the Project for a construction contract in accordance with District standards and procedures.
15. District to provide or cause to be provided additional unforeseen design/support services required for Project if requested by LADWP and if within estimated costs as established in this Agreement.

Exhibit B
Tujunga Spreading Grounds Enhancement Project
LANDSCAPING MAINTENANCE
Scope of Work

In accordance with the Memorandum of Agreement (Agreement) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles County Flood Control District (District), Landscape Maintenance will be performed for Tujunga Spreading Grounds Enhancement Project (Project) in order to maintain the Project's completed landscaping enhancements for a two-year establishment period following construction, independent of the Project's construction contract.

Scope of Work

1. All weeds and debris shall be removed and transported offsite.
2. All trash receptacles shall be emptied as necessary.
3. All sprinklers, irrigation lines, and irrigation control devices shall be maintained.
4. All dead plants and trees shall be immediately removed and replaced.
5. All vegetation shall be pruned to provide clearance from the streets, sidewalks, walkways, and access roads.
6. All vegetation shall be pruned and maintained at a height not to exceed 36 inches.
7. All trees shall be pruned once annually, removed and replaced as needed.
8. All trees shall be staked with two 2.5-inch diameter lodgepole stakes and tied properly at for a period of two years.
9. All trees shall be watered once every twenty (20) days or as needed to maintain proper health.
10. Control pests and vegetation diseases to provide a healthy plant and public environment.
11. Perform incidental tasks associated with landscape maintenance as requested by LADWP.

Following are conceptual landscape renderings detailing limits of work.

Exhibit B - East



Exhibit C
Construction of the Tujunga Spreading Grounds Enhancement Project
INVOICE SCHEDULE

In accordance with the Memorandum of Agreement (Agreement) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles County Flood Control District (District), the total compensation that may be paid to the District by LADWP shall be 100 percent of total actual Project cost as described below.

INVOICE SCHEDULE

Item	Total Estimated Cost	Monetary Funds		Budget Year
		Deposit to DISTRICT by LADWP	Invoice Submission to LADWP by DISTRICT	
SUPPLEMENTAL WORK	\$575,000	\$575,000	Upon execution of Agreement	FY2012-13
CONSTRUCTION MANAGEMENT	\$2,200,000	\$2,200,000	After execution of Construction Contract	FY2013-14
CONTRACT	\$22,220,000	\$5,555,000	After execution of Construction Contract	FY2013-14
		\$11,110,000	One year after execution of Construction Contract	FY2014-15
		\$5,555,000	After final accounting of Construction Contract	FY2015-16
CONTINGENCY	\$2,000,000	As required	During Agreement Period and/or Project completion and/or termination of Agreement	FY2015-16
LANDSCAPE MAINTENANCE	\$250,000	\$250,000	Upon field acceptance of Construction Contract	FY2016-17
Total	\$27,245,000	\$25,245,000		