



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

August 12, 2014

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

23 August 12, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ALAMITOS BARRIER PROJECT
UNIT 14 INJECTION AND OBSERVATION WELLS
SUPPLEMENTAL COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to enter into a supplemental cooperative agreement with the Orange County Water District to jointly fund the construction of the Alamitos Barrier Project Unit 14 Injection and Observation Wells.

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

1. Approve and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a supplemental cooperative agreement with the Orange County Water District to jointly fund the construction of the Alamitos Barrier Project Unit 14 Injection and Observation Wells. The total cost of the Project is estimated to be \$14,324,000 and will be financed by Orange County Water District. The Los Angeles County Flood Control District will reimburse the Orange County Water District for one-half of the cost to construct two injection wells and one observation well, up to \$1,253,000. Funds for the share of the Project are available in the Fiscal Year 2014-15 Flood Control District Fund Budget.

2. Acting as a responsible agency for the Alamitos Barrier Project Unit 14 Injection and Observation Wells, consider the Final Environmental Impact Report prepared and certified by the Orange County

Water District 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 program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during 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 Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated herein by reference.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enter into a supplemental cooperative agreement with the Orange County Water District (OCWD) to partially fund the Alamitos Barrier Project Unit 14 Injection and Observation Wells Project, which will augment the Alamitos Barrier Project (ABP) by constructing additional injection and observation wells to enhance the ABP's ability to prevent seawater intrusion into the local groundwater basin and protect the underground water supply.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Service Delivery (Goal 3). The recommended actions will help achieve these goals by maximizing the effectiveness of County infrastructure, building partnerships with other governmental agencies, and ensuring the County's residents receive quality infrastructure services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost to construct 17 injection wells, 4 nested observation wells, and 2 shallow piezometers as part of the Project is estimated to be \$14,324,000 and will be financed by the OCWD. Under the terms of the supplemental cooperative agreement, the LACFCD will reimburse the OCWD, up to \$1,253,000, for one-half of the cost to construct 2 injection wells and 1 observation well. Funds for LACFCD's share of the Project are available in the Fiscal Year 2014-15 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OCWD is the lead agency for the construction of the Project and will be collecting the funds from the LACFCD. A supplemental cooperative agreement substantially similar to the enclosed agreement, Exhibit A, previously approved as to form by County Counsel, will be used.

The ABP is jointly owned by the LACFCD and the OCWD and is operated by the LACFCD. Freshwater is injected into the underlying aquifers to develop a pressure ridge that prevents

seawater from intruding into and degrading the underground source of potable water supply. The new injection wells and observation wells will aid in the prevention of seawater intrusion into the local groundwater basin to better protect the underground water supply.

ENVIRONMENTAL DOCUMENTATION

In entering into the proposed supplemental cooperative agreement, the LACFCD is acting as a responsible agency under the California Environmental Quality Act (CEQA) for the Project. The OCWD as lead agency prepared an initial study, consulted with the LACFCD, and certified a final Environmental Impact Report (including Findings of Fact and a Statement of Overriding Considerations) for this Project on March 20, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Entering into the proposed supplemental cooperative agreement with OCWD will provide funding assistance for construction of the Project, which will enhance the effectiveness of the ABP to better protect groundwater supplies from seawater intrusion.

CONCLUSION

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

Respectfully submitted,



GAIL FARBER

Director

GF:CS:pl

Enclosures

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

AGREEMENT
FOR CONSTRUCTION OF ADDITIONAL FACILITIES
FOR THE ALAMITOS BARRIER PROJECT
SUPPLEMENT NO. 7

THIS SUPPLEMENT NO. 7 is made and entered into this _____ day of _____, 2014, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic under Deering's Water Code, Uncodified Acts, Part One, Act 4463, Stats. 1915, Chapter 755, as amended (hereinafter referred to as FLOOD CONTROL DISTRICT) and the ORANGE COUNTY WATER DISTRICT, a body corporate and politic under Deering's Water Code, Uncodified Acts, Part One, Act 5683, Stats. 1933, Chapter 924, as amended (hereinafter referred to as WATER DISTRICT).

RECITALS

1. FLOOD CONTROL DISTRICT and WATER DISTRICT entered into an agreement on July 7, 1964, titled "Agreement for Cooperative Implementation of Alamitos Barrier Project," including amendments (hereinafter referred to as the IMPLEMENTATION AGREEMENT), which provides for the joint participation in the design, construction, operation, and maintenance of the Alamitos Barrier Project (hereinafter referred to as BARRIER).
2. Pursuant to Section 5, subsection 3 of the IMPLEMENTATION AGREEMENT, FLOOD CONTROL DISTRICT is responsible for the design and construction of FLOOD CONTROL DISTRICT facilities, including all injection wells and associated observation wells with appurtenances located along or near the Los Angeles-Orange County line from Point A to Point C. Points A, B and C are described in Exhibit A to the IMPLEMENTATION AGREEMENT.
3. Pursuant to Section 5, subsection 5 of the IMPLEMENTATION AGREEMENT, WATER DISTRICT is responsible for the design and construction of WATER DISTRICT facilities, including all injection wells, associated observation wells, appurtenances and distribution pipelines located along or near the Los Angeles-Orange County line southerly of Point C.
4. WATER DISTRICT has performed an evaluation of the existing barrier between Point B and Westminster Avenue, and found portions of it to be deficient for the purposes of preventing seawater intrusion. WATER DISTRICT has proposed constructing additional facilities, including injection and monitoring wells between Point B and Westminster Avenue. The construction of these additional facilities is referred to as the ALAMITOS BARRIER IMPROVEMENT PROJECT (CONSTRUCTION UNIT 14) (hereinafter referred to as the PROJECT). The PROJECT and its estimated cost are described in the March 2013 Geologist's/Engineer's Report for the PROJECT prepared by WATER DISTRICT.

5. The barrier Joint Management Committee has reviewed the findings of the WATER DISTRICT'S barrier evaluation and March 2013 Geologist's/Engineer's Report, and at its meeting on May 30, 2013, the Joint Management Committee recommended that the PROJECT be approved.
6. This agreement is both a supplement to and entered into subject to all applicable provisions of the IMPLEMENTATION AGREEMENT, and the IMPLEMENTATION AGREEMENT is hereby incorporated and made a part of this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, of the mutual benefits to be obtained by the parties, and of the promises hereinafter detailed, FLOOD CONTROL DISTRICT and WATER DISTRICT agree to the following amendments to the IMPLEMENTATION AGREEMENT, specifically for the PROJECT:

Section 1. Design and Construction of Facilities

1. All PROJECT facilities, including the Facilities between Points B and C, shall be designed and constructed by WATER DISTRICT. The Facilities between Points B and C shall consist of two injection wells, their connecting pipelines and well head facilities, and one observation well and its well head facilities, as specified in the March 2013 Geologist's/Engineer's Report, and conduits, pull boxes, electronic equipment and appurtenances associated with a remote monitoring system (i.e. telemetry system).
2. Subsequent to execution of this Agreement, plans, specifications, and an engineer's cost estimate for the PROJECT facilities shall be prepared by WATER DISTRICT and submitted to FLOOD CONTROL DISTRICT for its approval. The engineer's cost estimate shall clearly identify and subtotal the costs for the Facilities to be constructed between Points B and C. Such plans, specifications, and engineer's cost estimate shall be approved by FLOOD CONTROL DISTRICT before advertisement for construction bids by WATER DISTRICT.
3. Subsequent to receipt of bids for the construction of the PROJECT facilities, WATER DISTRICT shall obtain the approval of FLOOD CONTROL DISTRICT of the apparent successful bid and recommended contract prior to award of any construction or equipment purchase contract for the PROJECT facilities. FLOOD CONTROL DISTRICT shall not unreasonably withhold its approval either to the plans, specifications, and engineer's cost estimate prepared by the WATER DISTRICT, or to WATER DISTRICT'S selection of the apparent successful bid.

Section 2. Payment of FLOOD CONTROL DISTRICT's Share of Costs

1. FLOOD CONTROL DISTRICT shall pay to WATER DISTRICT one-half of the actual costs incurred by WATER DISTRICT for the design and construction of the PROJECT facilities located between Points B and C. These costs shall be the total of the following items:
 - a) The direct costs, not to exceed \$244,000, for technical supervision, labor, consultants' costs, and material required for design, including preparation of plans and specifications, construction oversight, surveying services, and preparation of as-built diagrams for the PROJECT facilities between Points B and C. FLOOD CONTROL DISTRICT'S share of these direct costs shall not exceed \$122,000; and
 - b) Contractor costs, not to exceed \$2,262,000 for the construction and acquisition of PROJECT facilities between Points B and C, including injection wells, monitoring wells, well vaults, and injection well appurtenances (piping, valves, flow meters, and remote monitoring equipment). FLOOD CONTROL DISTRICT'S share of contractor costs shall not exceed \$1,131,000.
2. WATER DISTRICT shall periodically transmit invoices to the FLOOD CONTROL DISTRICT identifying the costs incurred by WATER DISTRICT for the design and construction of the PROJECT facilities located between Points B and C during the period covered by said invoice, and FLOOD CONTROL DISTRICT's share thereof. Within 30 days after receipt of such invoice, FLOOD CONTROL DISTRICT shall pay WATER DISTRICT in accordance with such invoice subject to the contribution limits described in Section 2, subsection 1 of this SUPPLEMENT NO. 7.
3. WATER DISTRICT shall pay for pre-design costs of all PROJECT facilities (including the facilities between Points B and C), the design and construction costs of PROJECT facilities south of Point C, and one-half of the design and construction costs of PROJECT facilities between Points B and C. Pre-design, design, and construction items are presented in Table 6.1 of the March 2013 Geologist's/Engineer's Report for the PROJECT.
4. FLOOD CONTROL DISTRICT and WATER DISTRICT mutually acknowledge as follows: (a) both parties are sharing the cost of constructing, operating and maintaining the PROJECT facilities between Points B and C, but title to the PROJECT facilities between Points B and C shall be held by FLOOD CONTROL DISTRICT; (b) although FLOOD CONTROL DISTRICT will own the PROJECT facilities between Points B and C, its ownership of the PROJECT facilities, and their joint operation and maintenance, are for the benefit of both FLOOD CONTROL DISTRICT and WATER DISTRICT; (c) operational and maintenance costs for the PROJECT facilities shall continue to be paid by FLOOD CONTROL DISTRICT and WATER DISTRICT based upon the volumes of water assigned to each agency for

injection through the PROJECT facilities assigned to each agency, in accordance with the IMPLEMENTATION AGREEMENT; and (d) FLOOD CONTROL DISTRICT holds title to the PROJECT facilities between Points B and C only as an administrative convenience in order to implement the IMPLEMENTATION AGREEMENT.

Section 4. Miscellaneous

1. Except as modified by this SUPPLEMENT NO. 7, the terms, conditions, and provisions of the IMPLEMENTATION AGREEMENT shall apply to and govern the subject matter of this SUPPLEMENT NO. 7.
2. FLOOD CONTROL DISTRICT shall coordinate operations of existing barrier facilities with WATER DISTRICT to prevent delays in construction of PROJECT facilities.
3. This SUPPLEMENT NO. 7, together with provisions of the IMPLEMENTATION AGREEMENT applicable hereto, represents the entire understanding of WATER DISTRICT and FLOOD CONTROL DISTRICT as to those matters contained herein, and no other prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This SUPPLEMENT NO. 7 shall be governed by the laws of the State of California, and construed as if drafted by both WATER DISTRICT and FLOOD CONTROL DISTRICT. This SUPPLEMENT NO. 7 may not be modified, altered, or amended except in writing signed by both WATER DISTRICT and FLOOD CONTROL DISTRICT.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement For Construction of Additional Facilities for the Alamitos Barrier Project Supplement No. 7 by and through their respected duly authorized officers as of the last day written below.

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

By _____
Chief Engineer

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Deputy

ORANGE COUNTY WATER DISTRICT

By _____
President

By _____
General Manager

APPROVED AS TO FORM:

By _____
General Counsel