

## SECTION 1511 CERTIFICATION

The authorized representative of the California Department of Public Health hereby certifies, and/or affirms previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of the American Recovery and Reinvestment Act of 2009 (ARRA).

Applicant Name: Los Angeles Department of Water and Power

Project Number: 1910067-008

DUNS Number: 103872516

Project description: A floating cover will be installed over the existing Santa Ynez Reservoir, cover installation would also involve removal of the outlet tower and modification to the reservoir internal piping system.

Estimated total cost of the Project: \$22,933,069

Type of assistance: 100% (One Hundred Percent) Forgiveness of Principal

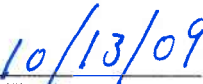
Interest Rate: N/A

Estimated amount of ARRA funds to be used: \$10,000,000

Forgiveness of Principal: \$10,000,000

Loan Amount: \$0

  
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Rufus B. Howell, Deputy Director  
Center for Environmental Health

  
\_\_\_\_\_  
(Date)




California Department of Public Health  
**MEMORANDUM**

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**DATE:** July 15, 2009

**TO:** Leah Godsey Walker, Chief  
Drinking Water Technical Programs Branch

**FROM:**  Addie Aguirre, Chief  
Safe Drinking Water State Revolving Fund Administration Section

**SUBJECT:** Recommendation to Authorize Funding Agreement to **Los Angeles-City, Department of Water and Power**, Project No. **1910067-008** for Funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA)

The California Department of Public Health (CDPH) has completed its evaluation of the above referenced project for funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA). It is recommended to authorize a funding agreement for this project.

**The following information should be included in the Funding Agreement:**

1. Supplier Legal Name: **Los Angeles-City, Department of Water and Power.**
2. Project Number: **1910067-008**
3. Supplier is a **Public Agency** in the County of **Los Angeles**, State of California.
4. The purpose of the funding is to assist in financing a project which will enable Supplier to meet safe drinking water standards.
5. The total ARRA project cost is estimated to be **\$22,933,069** of which **\$10,000,000** is considered ARRA total eligible project costs.  
Type of Assistance: **100% (One Hundred Percent) Forgiveness of Principal**
6. Total ARRA fundable cost: **\$10,000,000**  
Forgiveness of Principal: **\$10,000,000**  
Loan Amount: **\$0**
7. The Supplier's cost for this project is estimated to be **\$12,933,069**.
8. The reasonably expected useful life of the project facilities is **20 years**.
9. Supplier's Grant Administrator shall be its' **Senior Assistant General Manager, Water System**.

10. Supplier's Official Notices shall be sent to:  
**City of Los Angeles  
Department of Water and Power  
Senior Assistant General Manager, Water System  
111 North Hope Street, Room 1455  
Los Angeles, CA 90051-5700**
11. The Project shall be constructed in accordance with the plans and specifications approved by State on **June 11, 2009**.
12. Supplier shall complete the project no later than **July 25, 2011**.
13. Rate of Interest: **N/A**
14. Term of Loan: **N/A**

**The Funding Agreement should contain the following Special Conditions**

1. Notwithstanding any other term, condition, or provision of this Agreement, Project costs incurred prior to October 1, 2008 are not Eligible Project Costs and will not be funded under the terms of this Agreement.
2. Notwithstanding any other term, condition or provision of this Agreement, including but not limited to Section 9, Section 11, Section 13, Article A-3, Article A-11 and Article A-13, if the Forgiveness of Principal set forth under Section 5 of this Agreement is 100%, the provisions of Section regarding Fiscal Agent, Articles A-11 and A-13 regarding repayment of principal and/or interest, and the requirements of subsections (b), (c), (e), and (f) of Article A-3, do not apply.
3. Supplier shall certify not later than **60** days from the Date of Execution of this Agreement that any revenue derived from property related fees and charges needed for the Project or the debt associated with the Project has been approved in accordance with Article XIII(c) and XIII(d) of the California Constitution (Proposition 218) or provide a legal opinion explaining why those procedures are not applicable. Such certification shall be substantially in the form of **Attachment 10** to this Agreement.
4. By entering into this Agreement, Supplier waives any and all rights it may have to receive any alternative source(s) of State funding for construction of the Project, including but not limited to Proposition 50 or Proposition 84 funding; and Supplier agrees to execute any and all documents State may require to effectuate the amendment, withdrawal or cancellation of any offer(s) or contingent offer(s) for such alternative funding. Notwithstanding the provisions of Article C-2(4) of this Agreement, Supplier may

accept State funding of Project or Project -related costs not funded under the terms of this Agreement.

5. As a signatory to the California Urban Water conservation Council – Memorandum of Understanding (MOU), Supplier is responsible for the implementation of the urban water conservation “best management practices” of the MOU.

6. The Supplier shall notify CDPH’s **Metropolitan** District Office when the project construction is fifty percent (50%) complete.

7. Notwithstanding any term or condition to the contrary in the agreement, including but not limited to Article A-8, the Supplier may place a project facility into operation prior to completion of the Project if prior written approval is obtained from the CDPH **Metropolitan** District Office.

9. Not later than six months following Supplier’s certification of Project completion, as required by Article A-8(e), Supplier shall submit a permit amendment application for the Project facilities to the CDPH **Metropolitan** District Office.

10. If archaeological features or materials are unearthed during any phase of Project activities, all work in the immediate vicinity of the find shall halt until the Supplier has contacted a qualified archeologist/vertebrate paleontologist who will determine the significance of the resource.

11. If human remains are exposed by -Project-related activity, Supplier shall comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98. Supplier will provide the opportunity for Native American monitor(s) to participate in the identification, evaluation, and mitigation of effects upon any Native American human remains or cultural resources inadvertently exposed during the proposed undertaking. This requirement may be satisfied by consultation with personnel designated by the Native American Heritage Commission. Should tribal representatives agree to consult on any such discoveries; the costs incurred will be the responsibility of Supplier.

12. Supplier shall adhere to the measures developed to mitigate for noise and visual impact outlined in the Project’s Mitigated Negative Declaration (MND) dated October 2003.

13. Notwithstanding any other provision, term or condition of this Agreement, including but not limited to Section 6, funds provided pursuant to the terms of this Agreement may be disbursed prior to Supplier’s expenditure of Supplier’s Cost.

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July 15, 2009  
Los Angeles-City, Department of Water and Power

cc: Jeff O'Keefe, P.E. District Engineer  
Kurt Souza, Regional Engineer  
Addie Aguirre  
Anne Novak  
Karen Hilliard  
Veronica L. Malloy  
Dat Tran  
Noel Gordon