

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: 1910067-017

DUNS Number: 103872516

Project description: CTLS-2 consists of approximately 10,400 feet of 66-inch diameter welded steel pipeline and appurtenances. Will connect the existing City (Trunk Line) South Unit 1 to the North Hollywood Pump Station.

Estimated total cost of the Project: \$46,045,318

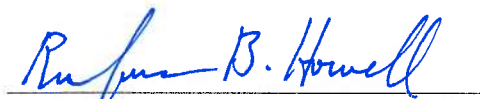
Type of assistance: 100% (one hundred percent) Forgiveness of Principal

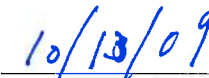
Interest Rate: N/A

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

Forgiveness of Principal: \$10,000,000

Loan Amount: \$0


Rufus B. Howell, Deputy Director
Center for Environmental Health


(Date)



California Department of Public Health
MEMORANDUM

DATE: July 23, 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 Department of Water and Power**, Project No. **1910067-017** 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 Department of Water and Power**
2. Project Number: **1910067-017**
3. Supplier is a **Public Ownership/Municipality** 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 **\$46,045,318** of which **\$10,000,000** is considered ARRA total eligible cost.
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 **\$36,045,318**.
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:

**Department of Water Power
Senior Assistant General Manager, Water System
City of Los Angeles
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 **December 31, 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

Los Angeles Department of Water and Power

funding. Notwithstanding the provisions of this Article C-2(4), 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. 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 Supplier has contacted a qualified archeologist who will determine the significance of the resource.

7. 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 (a) 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. Consultation with personnel designated by the Native American Heritage Commission would be acceptable. Should tribal representatives agree to consult on any such discoveries; the costs incurred will be the responsibility of Supplier.

8. Supplier shall implement the mitigation measures outlined in the May 2003 Mitigated Negative Declaration prepared for the project.

9. The Supplier shall notify CDPH's **Metropolitan** District Office when the Project construction is 50% complete.

10. Notwithstanding any term or condition to the contrary in this 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.

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