

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: 1910067-018

DUNS Number: 103872516

Project description: River Supply Conduit Lower Reach Unity 3 is a segment of a pipeline that is downstream of the future Headworks Reservoir that will convey water to the Silver lake Reservoir service area. The pipeline consists of 11,100 feet of 96" diameter pipe.

Estimated total cost of the Project: 52,982,070

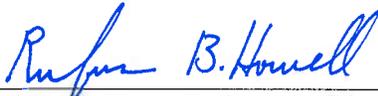
Type of assistance: 100% (One Hundred Percent) Forgiveness of Principal

Interest Rate: N/A

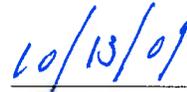
Estimated amount of ARRA funds to be used: \$10,000,000

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: *AA* 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. **1910067-018** 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: **1910067-018**
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 **\$52,982,070** 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 **\$42,982,070**.
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 and 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 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. The Supplier shall adhere to the monitoring and reporting requirements outlined in the Mitigation Monitoring Plan included in the final Environmental Impact Report dated April 2006.
7. The Supplier shall notify CDPH’s **Metropolitan** District Office when the Project construction is 50% complete.
8. 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