

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 Std. 2 (Grant - Rev 08/08)

32649

AGREEMENT NUMBER 11-066	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. [REDACTED]	

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of February, ~~2011~~ <sup>2012<sup>M</sup></sup>  
 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME City of Long Beach		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

**SCOPE OF AGREEMENT**

Pursuant to Chapter 8 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Long Beach ("the grantee") a sum not to exceed \$1,500,000 (one million five hundred thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to complete the following project ("the project") at DeForest/Market Basin, City of Long Beach, Los Angeles County, as shown on Exhibit 1, which is incorporated by reference and attached.

Development of an approximately two-mile long riverfront park with wetlands and associated upland habitat, interpretive displays, a bicycle staging area and public access trails on a 39-acre site adjacent to the Los Angeles River.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.  
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Long Beach		
BY (Authorized Signature) 	BY (Authorized Signature) 	Assistant City Manager	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Patrick H. West, City Manager		
ADDRESS & PHONE NUMBER 1330 Broadway, 13 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 2760A Studebaker Long Beach, CA 90815	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. Phone: (562) 570-3165	

AMOUNT ENCUMBERED BY THIS DOCUMENT  \$1,500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Safe Drinking Water, Water Quality and Supply, Flood...		
	(OPTIONAL USE) DeForest Park Wetlands Restoration			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3760-301-6051(1)(E)	CHAPTER 1XXX	STATUTE 2009	FISCAL YEAR 09/10
TOTAL AMOUNT ENCUMBERED TO DATE \$1,500,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Resource Enhancement			

I certify that this agreement is exempt from Department of General Services' approval.

Erlinda Corpuz  
 Contracts Manager

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE 02/27/2012
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GRANTEE   
  ACCOUNTING   
  PROJECT MANAGER   
  CONTROLLER   
  STATE AGENCY

**SCOPE OF AGREEMENT** (Continued)

The grantee shall implement the DeForest project mitigation measures contained in the environmental impact report certified by the County of Los Angeles Department of Public Works in November 2005 and revised in December 2005 for the "Joint Dominguez Gap and DeForest Treatment Wetlands Project"; and the applicable portion of the corresponding mitigation monitoring and reporting program. The grantee also shall implement the greenhouse-gas reduction measures described in Exhibit 2, which is incorporated by reference and attached.

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
  - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
  - b. A plan for installation of signs and placards, as provided in the "SIGNS" section, below.
  - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in the "BONDING" section, below.
3. The grantee has provided written evidence to the Conservancy that:
  - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
  - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT** (Continued)

4. The grantee has submitted and the Executive Officer has approved an agreement between the City of Long Beach and the County of Los Angeles allowing the City to construct, operate, maintain, and monitor the project for no less than 20 years.

**TERM OF AGREEMENT**

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through November 30, 2021 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 28, 2014 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than April 25, 2014.

**AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its November 10, 2011 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 3. This agreement is executed under that authorization.

Standard Provisions

**WORK PROGRAM**

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then, prior to initiating any request for contractor bids, the grantee shall submit the bid package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

## **SIGNS**

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

## **BONDING**

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent of the contract value; and for labor and materials, one hundred percent of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

## **COSTS AND DISBURSEMENTS**

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related

**COSTS AND DISBURSEMENTS** (Continued)

expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget may vary by as much as ten percent without prior approval by the Executive Officer, provided the grantee submits a revised budget prior to requesting disbursement based on the revised budget. Any deviation greater than ten percent must be identified in a revised budget and approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

**PROJECT COMPLETION**

Within ninety days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS" section of this agreement.
3. A fully executed final "Request for Disbursement."
4. "As built" drawings of the completed project and/or photographs documenting project completion.

Within thirty days of grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project is complete, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing and the Conservancy may suspend the agreement upon written notice. In either case, the grantee shall immediately stop work under

**EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM** (Continued)

the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

**OPERATION AND MAINTENANCE**

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In



**MITIGATION** (Continued)

providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the Real Property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

**INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

**INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code section 895.2) and contribution (see Gov. Code section 895.6) as provided in Gov. Code section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this agreement.

**INSURANCE**

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part

**INSURANCE** (Continued)

through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
  
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.  
*(Including operations, products and completed operations, as applicable)*
  
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
  
4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The

**INSURANCE** (Continued)

general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
  - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
  6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit 4 to this agreement, and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
  7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
  8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

**AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount,

**AUDITS/ACCOUNTING/RECORDS** (Continued)

receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

**COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940).

**NONDISCRIMINATION** (Continued)

The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

**PREVAILING WAGE AND LABOR COMPLIANCE PROGRAM**

Work done under this grant agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code sections 1720 et seq.). The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations, if required by law to do so.

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resource Code imposes on a body awarding any contract for a public works project financed in part with any proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code section 1771.5(b). The grantee shall review these statutory provisions and related provisions and regulations to determine its responsibilities.

**INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

**TIMELINESS**

Time is of the essence in this agreement.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

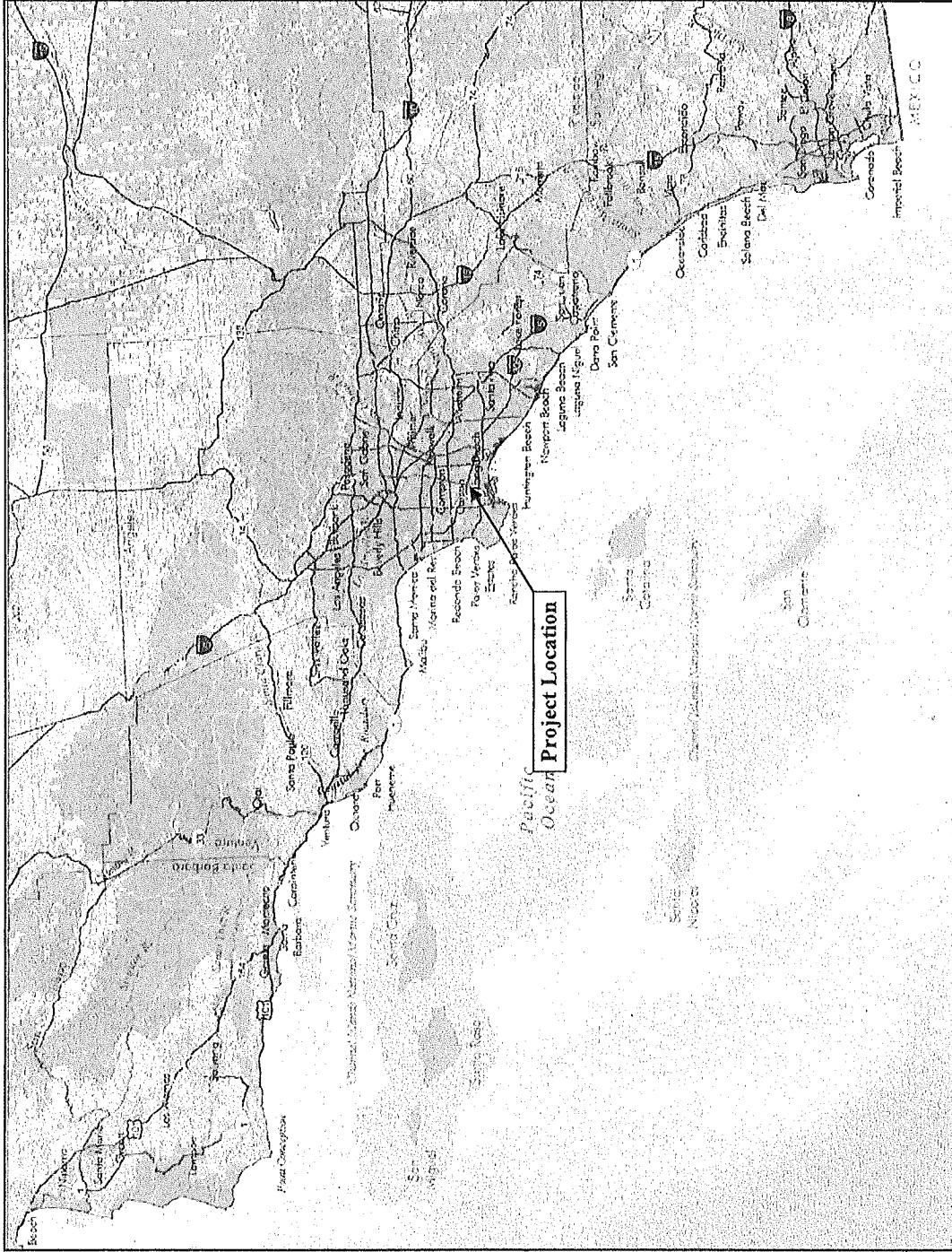
**AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 1: Project Location Map



# PROJECT LOCATION MAP • CITY OF LONG BEACH

## 5. Project Location Map

### Legend



### - DeForest Wetlands

DeForest Ave. & South Street, Long Beach  
(Parking available on DeForest at north end of project at DeForest Park.)

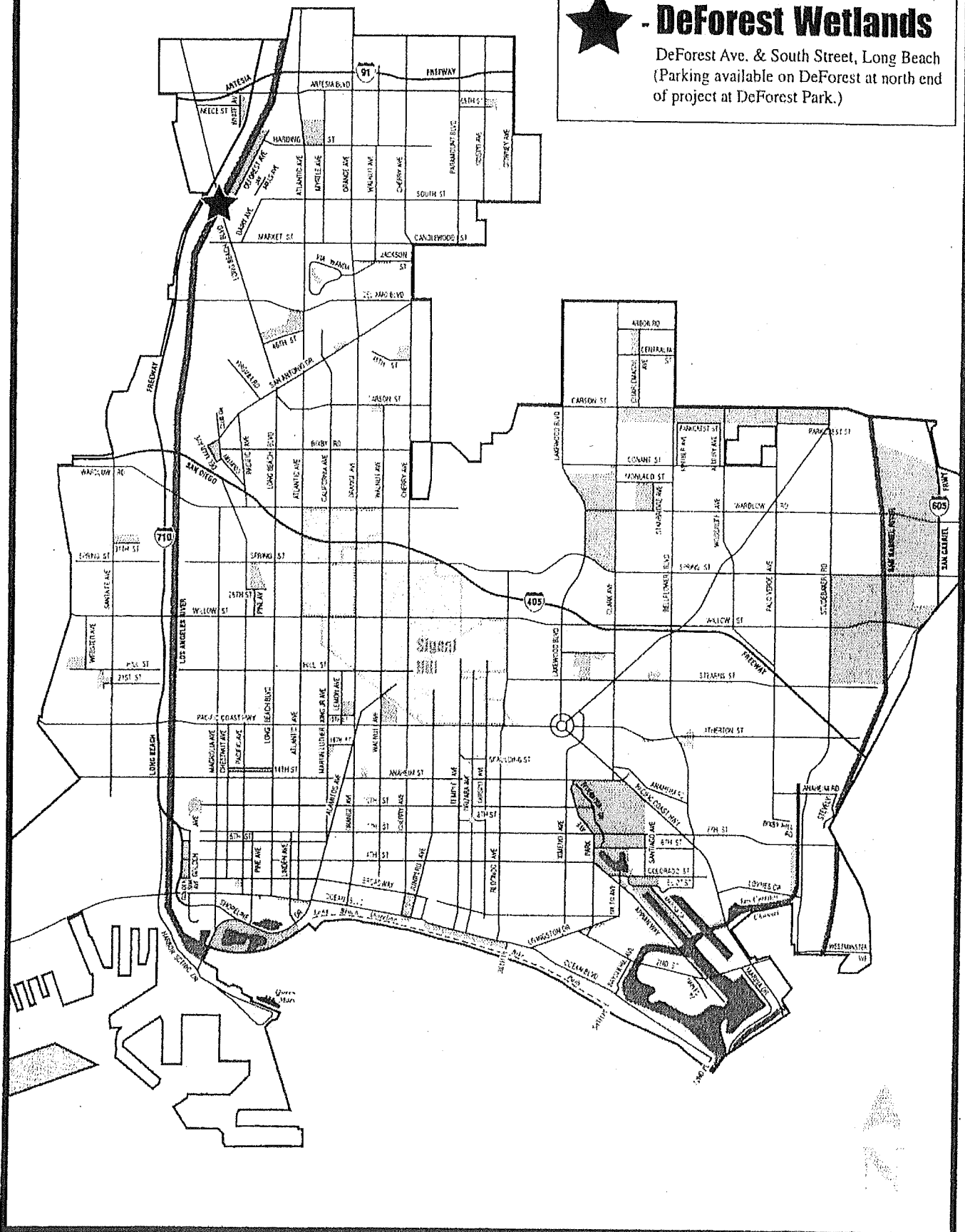
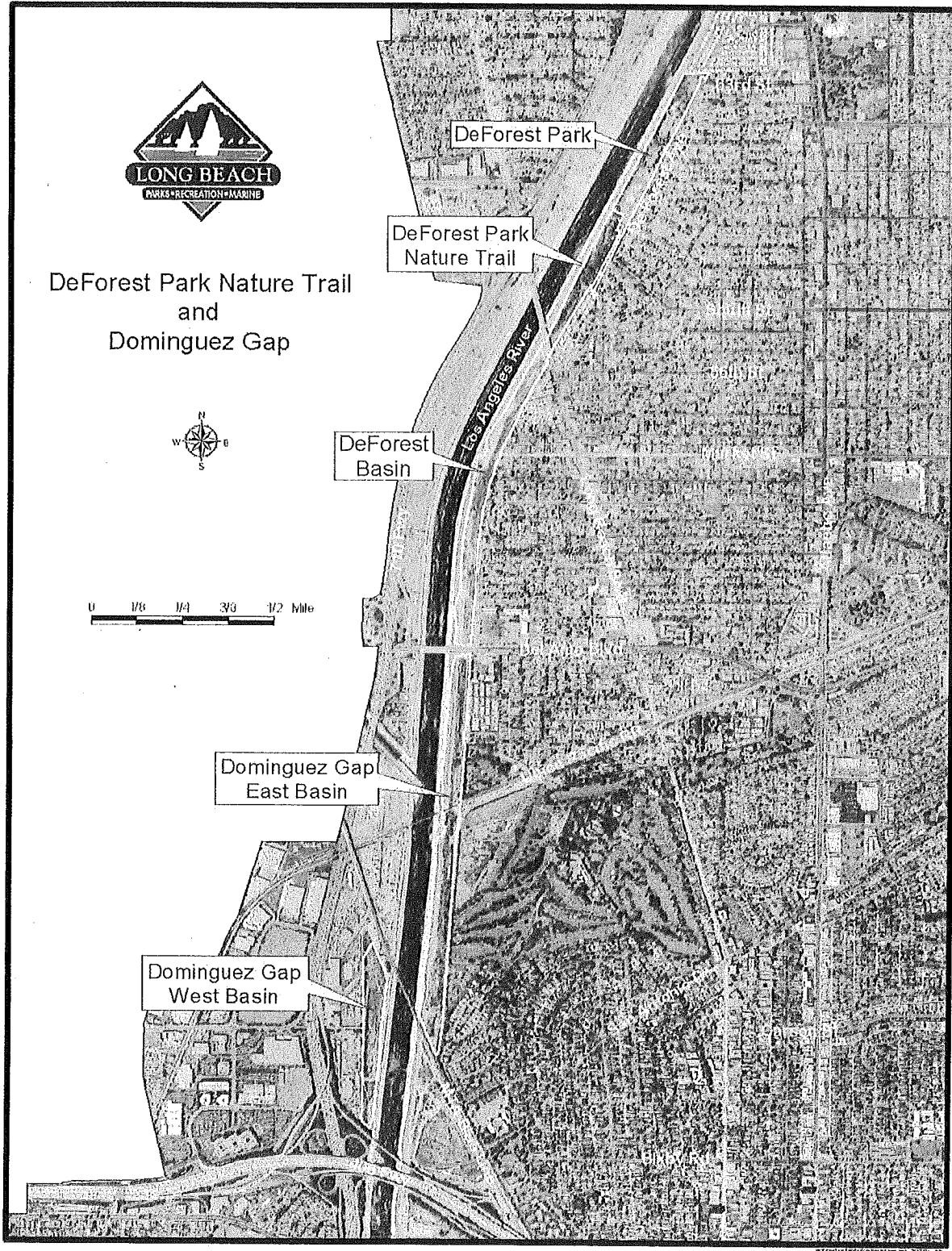




Exhibit 1 Project Location and Site Maps



## Exhibit 3: Greenhouse Gas Reduction Measures

### DeForest Wetland Restoration Project

#### Measures to Reduce Green House Gas (GHG) Emissions

The DeForest Wetland Restoration Project (Project) will use the following applicable GHG reduction measures derived from regulatory and other guidance documents (BAAQMD 2011; CAPCOA 2010; CAPCOA 2008):

- Develop and implement a Waste Reduction and Recycling Plan for beneficial reuse of materials onsite or for delivery to appropriate recycling facilities. Plan shall require approval of Engineer.
  - As a part of this plan, specify that In lieu of burning or landfill disposal, compostable waste resulting from habitat restoration or invasive species removal will be composted onsite, if feasible, or at the nearest facility.
- Develop and implement a Local and Sustainable Building Materials Plan for ensuring maximum use of local and sustainable building materials. Plan shall require approval of Engineer.
- Contractor shall prepare a Vehicle Miles Traveled (VMT) Reduction Plan for the project and demonstrate that the plan can minimize overall VMT to project site. Plan shall require approval of Engineer. Plan shall include the following:
  - Identifying means to minimize the distance for truck haul trips.
  - Identify and implement a plan to encourage carpooling or use of mass transit. The plan shall identify at a minimum, construction workers engaging in long range commuting with potential carpooling or mass transit opportunities; information on Park and Ride Facilities in the Project vicinity; mass transit opportunities and schedules; and measures to encourage carpool or mass transit use, including the use of mass transit commuter reimbursements.
- On site equipment usage:
  - Only California Air Resources Board (CARB)-certified diesel construction equipment shall be used
  - To the extent practicable, electric and hybrid construction equipment shall be used. Bids will be requested to provide a list of available electric and hybrid equipment for proposed construction work and a percentage available commitment to the Project during construction. This information shall be used during bid review as a tie breaker if needed.
  - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Certain vehicles, such as large diesel powered vehicles, have extended warm up times following start up that limit their availability for use following startup. Where such diesel powered vehicles are required for repetitive construction tasks, these vehicles may require more idling time. The Proposed Project will apply a "common sense" approach to vehicle use; if a vehicle is not required for use immediately or continuously for construction activities, its engine will be shut off. Construction foremen will include briefings to crews on vehicle use as part of pre construction conferences. Those briefings will include discussion of a "common sense" approach to vehicle use. Clear

### Exhibit 3: Greenhouse Gas Reduction Measures

signage requiring compliance with these requirements shall be provided for construction workers at all access points.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. Contractor shall provide records of valid current registration including emissions evaluations for all equipment prior to implementing construction and/or bringing equipment onsite.
  
- Landscaping carbon reduction and sequestration:
  - Native and drought-tolerant plants, proper soil preparation, and only temporary irrigation systems for landscaping shall be used. In time, irrigation will be phased out as native plantings are not anticipated to require long-term irrigation.
  - Additional terrestrial carbon sequestration via wetlands and forestlands shall be established as a part of the Project. The Project shall convert and/or enhance up to 34 acres of low-productivity non-native grasslands and woodlands to high productivity native grasslands, wetlands, and woodlands. Up to 5 acres of existing high productivity woodlands and wetlands providing carbon sequestration and groundwater recharge will be preserved.

#### References:

Bay Area Air Quality Management District (BAAQMD). 2011. California Environmental Quality Act Air Quality Guidelines. Updated May 2011.

California Air Pollution Control Officers Association (CAPCOA). 2010. Quantifying Greenhouse Gas Mitigation Measures. August.

CAPCOA. 2008. CEQA & Climate Change; Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act. January.

COASTAL CONSERVANCY

Staff Recommendation  
November 10, 2011

**DEFOREST WETLANDS RESTORATION**

Project No. 04-005-03  
Project Manager: Christopher Kroll

**RECOMMENDED ACTION:** Authorization to disburse up to \$1,500,000 to the City of Long Beach for restoration of 39 acres of wetland, riparian and upland habitat, interpretive signs, bicycle staging area and development of trails.

**LOCATION:** DeForest Basin, City of Long Beach, Los Angeles County (Exhibit 1)

**PROGRAM CATEGORY:** Reservation of Significant Coastal Resource Areas

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**EXHIBITS**

Exhibit 1: Project Location and Site Maps

Exhibit 2: Mitigation Monitoring and Reporting Program

Exhibit 3: Greenhouse Gas Reduction Measures

Exhibit 4: Site Plan and Sections

Exhibit 5: Project Letters

Exhibit 6: Greenhouse Gas Emissions

Exhibit 7: Final Environmental Impact Report

Exhibits are not attached

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**RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31350-31356 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed one million five hundred thousand dollars (\$1,500,000) to the City of Long Beach (City) for the restoration of 39 acres of habitat at the DeForest Basin and related improvements.

The City shall implement the DeForest project mitigation measures contained in the environmental impact report (EIR) and mitigation monitoring and reporting program described below and attached to the accompanying staff recommendation as Exhibit 2. The City shall also implement the greenhouse gas reduction measures described in the accompanying staff recommendation and it's Exhibit 3.

## DEFOREST WETLANDS RESTORATION

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Prior to disbursement of Conservancy funds, the City of Long Beach shall submit for the review and written approval of the Conservancy's Executive Officer:

1. A detailed work program, including budget and schedule.
2. The names and qualifications of any contractors to be employed on the project.
3. A sign plan to acknowledge Conservancy funding for the project.
4. Evidence that all permits and approvals for this project have been issued
5. An agreement between the City of Long Beach and the County of Los Angeles allowing the City to construct, operate, maintain, and monitor the project."

Staff further recommends that the Conservancy adopt the following findings:

"Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the Conservancy's current Project Selection Criteria and Guidelines.
2. The proposed authorization is consistent with the purposes and objectives of Chapter 8 of Division 21 of the Public Resources Code, regarding the reservation and protection of coastal resource areas.
3. The Conservancy has independently reviewed the environmental impact report for the "Joint Dominguez Gap and DeForest Treatment Wetlands Project" certified by the County of Los Angeles Department of Public Works in November 2005 and revised in December 2005 pursuant to the California Environmental Quality Act, and finds no substantial evidence that the project, with the identified measures to avoid, reduce or mitigate the possible significant environmental effects, will have a significant effect on the environment."

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### PROJECT SUMMARY:

Staff is recommending that the Conservancy provide a grant of \$1,500,000 to the City of Long Beach (City) for the development of an approximately two-mile long riverfront park with wetlands and associated upland habitat, interpretive displays, a bicycle staging area and public access trails on a 39-acre site adjacent to the Los Angeles River. The project site is a flood control detention basin owned and operated by the Los Angeles County Department of Public Works (County). The project would, with the adjoining Dominguez Gap basin wetlands, create almost three miles of recreated wetland and related habitat along the Los Angeles River. The DeForest and Dominguez Gap basin projects together would constitute the largest habitat restoration project(s) to date on the Los Angeles River and a very significant step in completing the 52-mile Los Angeles River Greenway.

The proposed project's habitat design focuses on re-creating historical floodplain habitats of the lower Los Angeles River watershed (Exhibit 4). The proposed project would remove non-native trees from DeForest Park in the northern portion of the DeForest Basin. Wetland areas would be created in this area using existing low-flow runoff from storm drains. These wetland areas would act to treat and improve water quality of both these dry season low flows and stormwater that is retained on-site before it is discharged to the Los Angeles River. Other project elements

## DEFOREST WETLANDS RESTORATION

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in this area would consist of trails, including boardwalks, an entrance gate, and interpretive displays focusing on the historical ecology of the region. In the southern portion of the basin, rare historic habitat types such as vernal pools, native grasslands, coastal scrub, and oak-sycamore woodlands would be developed or enhanced. Trails for pedestrians, bicyclists and equestrians would be created as well as a bicycle "waystop" or staging area to connect the park with the adjoining LARIO bicycle trail on the levee next to the river.

This is a project with multiple benefits. These include restoration of 34 acres of degraded habitat - riparian woodland, emergent wetland, native scrub, and vernal pools. The project would create approximately 3.8 miles of accessible trails with ADA-compliant access points at three locations and ADA-compliant parking at one location. The project would result in increased water supply as the new wetlands will retain and infiltrate more of the stormwater flows that currently flow unobstructed to the Los Angeles River. This increased infiltration of up to 15-35 acre feet per year (AFY) will provide additional groundwater to the Alamitos Barrier (barrier to saltwater intrusion) at Dominguez Gap. The project would also result in up to 800-1000 AFY of stormwater and low flow treatment and enhanced retention of approximately 50% of this flow through check structures, wetland basins, and enhanced wetland and riparian habitat. All summer low flows would be treated by retention and infiltration through the new wetland areas and check structures. These low flows currently pool and stagnate. The DeForest Basin currently serves an important function in retaining stormwater prior to controlled discharge to the Los Angeles River at the Market Street Basin. The project would increase the capacity of the basin by 4 acre-feet, increasing stormwater protection to nearby neighborhoods.

Both the DeForest and Dominguez Gap basins were identified as potential sites for wetland restoration in *Wetlands of the Los Angeles River Watershed: Profiles and Restoration Opportunities*, a study prepared by the Conservancy in 2000. The study concluded that providing a representation of the historic distribution of wetlands and related habitat would be very valuable as the Los Angeles River continues to be a major destination on the Pacific Flyway. In addition, the creation of new public open space along the river helps reconnect neighboring communities with the river they've been cut off from since channelization in the 1950s. Much of the river is lined by low-income, park-poor neighborhoods that will greatly benefit from access to new public open space in their communities. While the City as a whole has 5.6 acres of open space per 1,000 residents, the neighborhood adjoining the DeForest Basin has only one acre per 1,000 residents.

The Los Angeles River has been channelized for flood control resulting in the loss of almost all the historic habitat along the river. Since the 1980s, as part of the "rediscovery" of the river, there has been growing interest in recreating some of the natural wetland and riparian habitats that were lost through channelization. Flood detention basins such as the DeForest and Dominguez basins provide natural opportunities for habitat restoration. The County completed the Dominguez Gap project in 2008. The City has now secured almost all the funds needed to construct the DeForest project, including grants from the Natural Resources Agency, Los Angeles County and the Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy.

**Site Description:** The project site is a storm water detention basin adjacent to the lower Los Angeles River. Water enters the basin from local storm drains and is pumped into the Los Angeles River by the Market Street Pump Plant. The 39-acre project site is approximately 300

## DEFOREST WETLANDS RESTORATION

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feet wide by 6,600 feet long, extends south from DeForest Park to Del Amo Boulevard and is divided into two sections by Long Beach Boulevard. The DeForest Nature Center is located at the north end of the basin. The northern section supports an extensive non-native woodland, consisting of ornamental landscape trees planted by volunteers during the 1970s. Some native trees are scattered throughout the woodland – California sycamore, Fremont cottonwood, and coast live oak. A four-acre seasonal wetland and riparian woodland is supported by the low flow discharge from storm drains that provide a perennial source of water. Black willow, sandbar willow, and Fremont cottonwood occur in the riparian woodland. The seasonal/emergent wetland supports vegetation dominated by California bulrush and other species of bulrush. The non-native woodland extends about two-thirds of the way south along the basin and changes into ruderal vegetation just north of Long Beach Boulevard. This area south to Del Amo Boulevard is vegetated with non-native plant species including castor bean, mustard, wild radish, and non-native grasses.

**Project History:** Both the DeForest/Market Street and Dominguez Gap basins were identified as potential sites for wetland restoration in *Wetlands of the Los Angeles River Watershed: Profiles and Restoration Opportunities*, prepared by the Conservancy in 2000. Conservancy staff explored Long Beach's interest in creating wetlands in the DeForest/Market Street Basin at that time. The City's Parks, Recreation and Marine Department was interested in the opportunity, as well as the Water Department, which initially wanted to harness the wetlands to treat water for reuse. In February 2000, the Conservancy authorized a \$300,000 grant to Long Beach to conduct a feasibility study. Completed in summer 2002, it demonstrated that wetlands, trails, and new public-use facilities to support passive recreational and educational activities could be developed.

Independently, in February 2001, the County completed a feasibility study for the Dominguez Gap Spreading Grounds and concluded that the spreading grounds could be modified to allow a continuous flow of water to create year-round aquatic habitat for native wetland and riparian plant species. Complementary enhancement of existing trails and access points, as well as construction of new public-use facilities to support recreational activities such as bird watching, nature study, hiking, cycling, horseback riding, and environmental education activities could also be included.

Since the City and the County were ready to conduct design and environmental review for preferred alternatives from their feasibility studies, they agreed to proceed jointly with the next phase. The Conservancy authorized a \$400,000 grant to the County in March 2004 for preliminary design for the DeForest/Market Street project and environmental review for both projects. Joint design ensured that the habitat, recreational elements, and infrastructure are complementary across the neighboring basins. The County and the City worked cooperatively to oversee development of preliminary designs for both project sites.

In May 2005 the Conservancy authorized an additional \$200,000 grant to the County to complete final design plans for the DeForest project. In 2008, the County completed the Dominguez Gap wetland project and asked to transfer project management to the City for completion of the final design for the DeForest project. Final designs for DeForest were completed in October 2011.

*DEFOREST WETLANDS RESTORATION*

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**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$1,500,000</b>
Natural Resources Agency	2,500,000
Los Angeles County	2,000,000
River and Mountains Conservancy	<u>791,482</u>
<b>Total Project Cost</b>	<b>\$6,791,482</b>

The expected source of Conservancy funds for this project is the FY 08/09 appropriation to the Conservancy from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84). Proposition 84 authorizes the use of funds for projects that prevent degradation of coastal watersheds, protect and restore the natural habitat values of coastal lands, promote access to and enjoyment of the coastal resources of the state and that are consistent with the Conservancy's enabling legislation, Division 21 of the Public Resources Code. The proposed project which includes restoration of 39 acres in the DeForest Basin, water quality improvements, and development of trails and interpretive facilities is consistent with the provisions of Proposition 84. The project is consistent with the Conservancy's enabling legislation as discussed below. Pursuant to Proposition 84, as the County of Los Angeles will provide a non-state matching contribution to the project, the Conservancy may give priority to this project

**CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

The proposed project is consistent with Chapter 8 of the Conservancy's enabling legislation, Division 21 of the Public Resources Code (Section 31350 *et seq.*), regarding reservation of significant coastal resource areas. Section 31350 of the Public Resources Code authorizes the Conservancy to acquire, hold, protect, and use interests in key coastal resource lands, for public use and enjoyment, consistent with the provisions of Division 21. The proposed project would protect and restore a 39-acre area adjacent to the Los Angeles River, located in the Los Angeles River watershed, a significant coastal resource; and would enhance public access and recreation in the area.

Under Section 31352(a), if a public agency or nonprofit organization is unable for financial or other reasons to acquire, hold, protect, or use an interest in real property for purposes specified in Section 31351, the Conservancy may award a grant to that entity. The City of Long Beach has requested Conservancy assistance in funding the proposed project as the City has limited financial resources to implement the project.

The purposes in Section 31351 incorporate the purposes of Division 21, as well as park, recreation, and fish and wildlife habitat. In turn, Division 21 encompasses coastal and marine resource protection (Chapter 5.5), resource enhancement (Chapter 6), and public access to and along the coast (Chapter 9).

Consistent with Section 31351(a), the project will help ensure that the DeForest Basin is reserved for restoration of fish and wildlife habitat and the development of park amenities and trails. This project would implement the recommendations of the DeForest Park Nature Center and Sixth



Street Sites Wetland Feasibility Study. The project is consistent with the Los Angeles River Master Plan, the Greater Los Angeles County Integrated Regional Water Management Plan (IRWMP) and the Long Beach Riverlink Plan.

**CONSISTENCY WITH CONSERVANCY'S 2007 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 2, Objective 2B** of the Conservancy's 2007 Strategic Plan, the proposed project will implement a project to enlarge an existing riverfront park to extend two miles along the Los Angeles River in an underserved community. The park provides access to the LARIO Trail, a regional trail connecting inland communities with the Coastal Trail in Long Beach.

Consistent with **Goal 6, Objective 6B** of the Conservancy's 2007 Strategic Plan, the proposed project will preserve and restore a coastal watershed. The restored area will become part of the Los Angeles River Greenway, a river parkway, which is being developed from the San Fernando Valley to Long Beach.

Consistent with **Goal 6, Objective 6F** of the Conservancy's 2007 Strategic Plan, the proposed project will implement a project to improve water quality in the Los Angeles River through the creation of new wetland areas that will treat summer low flows and stormwater through increased retention and infiltration before any of this water is discharged into the river and eventually the ocean.

**CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on June 4, 2009, in the following respects:

**Required Criteria**

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** Support for the project comes from a range of local and regional groups including the DeForest Neighborhood Association, Los Angeles County Department of Public Works, Friends of the Los Angeles River, and Los Angeles County Supervisor Don Knabe . See project letters (Exhibit 5).
4. **Location:** The proposed project site is located five miles upstream from the mouth of the Los Angeles River. The types of habitats that are the subject of the proposed project existed both within and outside the coastal zone under natural conditions. Channelization and encroachment of urban development resulted in almost total obliteration of these river-associated wetlands and upland habitat. In addition, loss of wetlands throughout the Los Angeles River watershed has put more pressure on those small patches of coastal zone

## DEFOREST WETLANDS RESTORATION

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wetlands and related upland that have been restored or have accreted within the lowest reach of the river. While the project site is outside the very narrow area that is designated as coastal zone at the mouth of the Los Angeles River, it presents a rare opportunity to replace the lost coastal wetland habitat and reduce pressure on existing habitat.

5. **Need:** Conservancy funding is needed to close the gap in funding for the implementation of the proposed restoration project. Without this funding, the project would have to be significantly reduced in scope.
6. **Greater-than-local interest:** The proposed project would result in the re-establishment of historic wetland and upland habitat along two miles of the Los Angeles River contiguous with another mile of restored habitat at Dominguez Gap to the south. The project would be the largest habitat restoration project on the Los Angeles River to date and would become an important new link in the 52-mile Los Angeles River Greenway.
7. **Sea level rise vulnerability:** The proposed project is located five miles upstream of the mouth of the Los Angeles River. The project site is unlikely to be impacted by sea level rise.

### Additional Criteria

8. **Resolution of more than one issue:** The proposed project encompasses habitat restoration, water quality improvement, and creation of new public access.
9. **Leverage:** See the "Project Financing" section above.
10. **Readiness:** The project is scheduled to begin construction in spring 2012.
11. **Realization of prior Conservancy goals:** The Conservancy has been involved in planning for the restoration of habitat at DeForest/Market Basin since the project was identified in the Conservancy's Wetlands of the Los Angeles River Watershed report in 2000. The proposed project will also help realize a regional goal of a continuous 52-mile Los Angeles River Greenway.
12. **Cooperation:** The project has long been an example of local and state agency cooperation involving the City of Long Beach, Los Angeles County Department of Public Works, the Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy and the Coastal Conservancy. In addition, federal and state resource agencies and neighborhood groups have also contributed to the project.
13. **Vulnerability from climate change impacts other than sea level rise:** The proposed project is being designed to incorporate drought-tolerant native vegetation which will lessen the impact of drought and disease. Site amenities (trails, interpretive signs, etc.) have been designed to withstand flood events as the project site is located within a flood control basin. Due to the urban nature of the area, wildfire is not a significant threat to the project.
14. **Minimization of greenhouse gas emissions:** The City, working with its environmental consultant, has quantified in detail the construction greenhouse gas (GHG) emissions that would result from this project (see Exhibit 6). These emissions total 583 tons of CO<sub>2</sub> equivalent. The city and its consultant then devised a list of measures to reduce the GHG emissions, and Conservancy staff augmented the list (Exhibit 3). The city and its

consultant estimate that implementation of these reduction measures will reduce the GHG emissions by ten to twenty percent. These measures, required as part of the Conservancy's proposed authorization, include: use of only California Air Resources Board-certified diesel construction equipment; use of electric and hybrid construction equipment would be encouraged; development of a Local and Sustainable Building Materials Plan; use of native and drought-tolerant plants and temporary irrigation; additional terrestrial carbon sequestration through the creation of new wetlands and forested areas; truck idling times would be minimized as much as feasible; all construction equipment would be maintained and properly tuned; and a carpooling/mass transit plan would be developed by the contractor.

**COMPLIANCE WITH CEQA:**

In December 2005, the Los Angeles County Department of Public Works (County), acting as the lead agency under the California Environmental Quality Act, prepared an environmental impact report (EIR) for the DeForest Park Wetlands and Dominguez Gap Project (Exhibit 7). The intent of the joint project is to develop wetlands to provide wildlife habitat, water quality improvement, groundwater recharge, passive recreation, and environmental education, while retaining existing flood-control capacity. Since completion by the County of the Dominguez Gap project in 2008, the City of Long Beach has been implementing the DeForest project. (DeForest is generally referred to in the EIR as Market Street Basin.)

The EIR includes analysis of the potential environmental effects of the joint project (most effects are not differentiated by each of the two projects) and incorporates changes and mitigation measures to address the adverse effects. These potential effects would affect air quality, biological resources, geology and soils, hydrology, and water quality, and produce noise. The EIR also includes a mitigation monitoring and reporting program. With respect to the DeForest project, the City of Long Beach will assume responsibility for assuring that the mitigation measures required by the EIR are properly implemented and monitored.

The mitigation measures direct construction actions to address fugitive dust emissions; worker awareness of sensitive biological resources and protection measures; impacts on breeding birds, including special-status birds; impacts on special-status plants, if present; impacts to burrowing owls, if present; impacts to foraging or migratory birds; soil erosion or loss of topsoil; impact of sediments and pollutants from the project site on surface waters; impacts to water quality from construction activities within the Los Angeles River; and impacts of construction noise on residents in the vicinity of the project. The mitigation measures required by the EIR are addressed in a Mitigation Monitoring and Reporting Program (MMRP) contained in the EIR. For each mitigation measure, the MMRP lists mitigation compliance purpose, monitoring and reporting actions, monitoring phase/schedule, and monitoring agency.

Staff believe that the project, with measures included as mitigation, reduces or mitigates the potentially significant effects to a less than significant level (as discussed in more detail below).

The potential significant environmental effects identified in the EIR and the corresponding mitigation measures are as follows:

Air Quality

The project's impacts would be limited to fugitive dust emissions released during construction activities including grading and excavation. The mitigation measures adopted as part of the EIR include the following: 1) to prevent excess dust, the project area disturbed by clearing, grading, earth-moving, or excavation operations should be as small as feasible; 2) pregrading/excavation activities should include watering the area to be graded or excavated to minimize fugitive dust; 3) trucks should be required to have their loads covered as required by the South Coast Air Quality Management District; 4) graded and excavated material, exposed soil areas, and active areas of the construction site should be treated to prevent fugitive dust; 5) inactive graded/excavated areas should be monitored at least weekly for dust stabilization and environmentally safe dust control measures should be implemented over portions of the construction site that are inactive for over 4 days; 6) signs should be posted to limit traffic to 15 mph or less; 7) clearing, grading, earth moving, and excavation should be curtailed during periods of high winds to prevent fugitive emissions from impacting adjoining properties; and 8) adjacent streets and roads should be swept at least once per day if soil is removed from the site on these streets and roads.

Biological Resources

Several construction-related activities and on-going operation and maintenance activities could potentially impact existing biological resources. Mitigation measures adopted as part of the EIR include the following: 1) a worker awareness handout that specifies sensitive biological resources, protection measures, and individual responsibilities would be provided to all personnel; 2) vegetation would not be cleared until June 15 (if feasible) to avoid impacts on nesting birds; 3) rare plant surveys would be completed prior to any construction activity. If any rare plants are identified, it would be determined if project activities could avoid impacts on the plant(s). If not, such impacts would be minimized or mitigated through plant relocation (if feasible) or topsoil and seed bank protection; 4) preconstruction surveys for burrowing owls. If any are identified, construction would be restricted in terms of distance from owl burrows or, if not possible, the owls would be moved; 5) to avoid impacts on areas used for foraging by birds: a) siting of infrastructure, e.g. trails, lighting, in previously disturbed areas, when feasible, b) lighting would be directional or pointed downward to reduce impact on wildlife, c) no clearing of vegetation until June 15 (if feasible) to avoid impacts on nesting birds. Although the discussion of possible effects on special status wildlife in the EIR is cursory, the past completion of the adjacent Dominguez Gap portion of the joint project, by creating and enhancing habitat, presumably will help to reduce any potential short-term construction effects of the DeForest project on these species.

Geology and Soils

To help reduce construction-related soil erosion impacts, one or more of the following measures would be implemented: 1) disturbed areas would be as small as feasible to reduce dust; 2) pregrading/excavation activities would include watering the area to be graded or excavated before commencement of grading or excavation; 3) trucks would be required to have their loads covered as they leave the construction site; 4) graded and excavated material, exposed soil areas, and active areas of the construction site, including unpaved roadways, would be treated to

prevent fugitive dust; 5) inactive graded/excavated areas would be monitored for dust stabilization; 6) clearing, grading, earth-moving, and excavation would be curtailed during period of high winds to avoid fugitive dust impacting adjacent properties; and 7) adjacent streets would be swept, at least once per day, if soil is carried from the site onto these streets.

#### Hydrology and Water Quality

To mitigate potentially significant impacts to surface water quality during construction, the following mitigation measure would be implemented: prior to initiation of ground disturbing activity, the County (or their designee) would obtain project approval from the State Water Resources Control Board under the (federal Clean Water Act) National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity. (A second mitigation measure is not relevant, as it pertains to a water diversion structure that has been removed from the project.)

#### Noise

Project construction would result in significant impacts because construction would occur in close proximity to residential areas east of the project area. To reduce construction-related noise impacts of the project, temporary noise barriers consisting of acoustical curtains would be used along the west side of work areas, as needed.

#### Cumulative Impacts

The EIR concludes that the joint project will not have cumulative impacts.

#### Response to Public Comments

The draft EIR was released for public comments on June 24, 2005. Four comments letters were received during the public comment period. One letter expressed concern about the threat of mosquito-borne diseases, including West Nile virus, as a consequence of the development of new wetland areas as part of the Dominguez Gap and DeForest projects. The final EIR addressed this issue by noting that specific measures have been incorporated into the design and would be implemented in the management of the wetland areas to ensure that mosquito populations are not significantly increased as a result of the creation of the new wetland areas. The draft EIR included a Vector Management Plan which outlines mosquito control and management. Mosquito control was also considered during the design and layout of the wetland areas. Another letter expressed concern about public safety at the project site. The final EIR described design features that were incorporated into the final project design to minimize public safety risks associated with gang activity, drug dealing, etc. Another letter suggested that the project planning be coordinated with the planning for the I-710 Corridor widening especially as that project might impact the West Basin of the Dominguez Gap. The final EIR notes that potential widening of the I-710 was considered during the design of the project.

#### Conclusion

Conservancy staff has reviewed the draft and final EIR and recommends that the Conservancy find that there is no substantial evidence that the proposed project, as mitigated, will have a significant effect on the environment. Mitigation measures included in the project design, as mitigation requirements in the Mitigation and Monitoring Reporting program, and as required by state and federal law and City ordinances, will reduce impacts to less than significant levels.

*DEFOREST WETLANDS RESTORATION*

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Upon approval of the project, staff will file a CEQA Notice of Determination.

# CERTIFICATE OF INSURANCE

ISSUE DATE ( / / )

State Coastal Conservancy, State of California

Grant Agreement #: 11-066 SCC Project Mgr: C. Kroll

**PRODUCER (Agent or Broker)**

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

COMPANIES	BEST'S RATING
COMPANY LETTER <b>A</b> _____	_____
COMPANY LETTER <b>B</b> _____	_____
COMPANY LETTER <b>C</b> _____	_____
COMPANY LETTER <b>D</b> _____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement. <input type="checkbox"/> Other: _____  <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____  <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent.)  <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
					PERCENT REPLACEMENT VALUE	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

**THE FOLLOWING PROVISIONS APPLY:**

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13<sup>th</sup> Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
- All rights of subrogation under the property insurance policy listed above have been waived against the State.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**

**AUTHORIZED REPRESENTATIVE**

State of California

SIGNATURE \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_

EXHIBIT 4

EXHIBIT 4