

STATE OF CALIFORNIA
STANDARD AGREEMENT
 (Grant - Rev 09/06)

30399

AGREEMENT NUMBER 07-019	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. [REDACTED]	

THIS AGREEMENT, made and entered into this 25th day of October, 2007
 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:

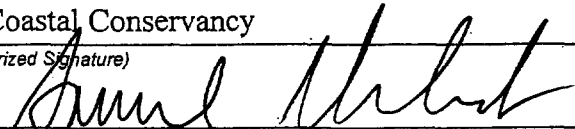
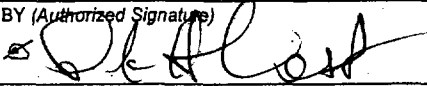
SCOPE OF AGREEMENT

Pursuant to Chapter 6 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 \$500,000 (five hundred thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to prepare technical studies ("the project") for the Colorado Lagoon area of Long Beach, Los Angeles County, as shown on Exhibit 1, which is incorporated by reference and attached.

The grantee shall complete design development and environmental documentation of restoration alternatives identified in the Colorado Lagoon Restoration Feasibility Study and shall conduct necessary technical studies related to the restoration of Colorado Lagoon.

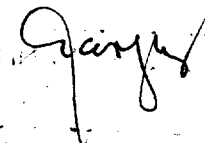
(Continued on Following Pages)

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) 		
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 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS Department of Community Development 333 W. Ocean Boulevard, Long Beach, CA 90802		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND TITLE Water Security...		
	(OPTIONAL USE) Colorado Lagoon			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ -0-	ITEM 3760-301-6031(1)(A)(1)	CHAPTER 038	STATUTE 2005	FISCAL YEAR 05/06
TOTAL AMOUNT ENCUMBERED TO DATE \$ 500,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Resource Enhancement			

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



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 10-25-07
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GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

SCOPE OF AGREEMENT (Continued)

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 COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that the grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT 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 April 25, 2010 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by January 30, 2010 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 24, 2007 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning the project, 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. The specific tasks to be performed.
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. 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.

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 the grantee shall, prior to initiating any request for contractor bids, submit the bid package 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 project commencement.

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 carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT 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 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 the project 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 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 provision of documentation that rates in compliance are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the rate specified for excluded employees in 2 CCR Section 599.631(a) 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.

COSTS AND DISBURSEMENTS (Continued)

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 form. 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. Original 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. Written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

With each form, the grantee shall submit a supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.). 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 unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. 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

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. Documentation that the grantee has complied with the "CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY" section, below.
3. A fully executed final "Request for Disbursement" form.

Within thirty days of the grantee's compliance with this paragraph, 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 AND FAILURE TO PERFORM

Prior to the completion of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement prior to the completion of the project, the grantee shall take all reasonable measures to prevent further costs to the Conservancy, and 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, but only up to the undisbursed balance of funding authorized in this agreement.

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 Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of 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

INDEMNIFICATION AND HOLD HARMLESS (Continued)

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 set forth 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

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by 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 required by this section in whole or in part 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.

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. Grantee shall maintain coverage limits no less than:

INSURANCE (Continued)

- | | |
|--|---|
| a. General Liability:
<i>(Including operations, products
and completed operations, as
applicable)</i> | \$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. |
| 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 general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees 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 such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
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 3 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 reserves the right to require complete,

INSURANCE (Continued)

certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

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, receipt, deposit, and disbursement of all funds related to work under the agreement. 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 final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

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 contract, 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). 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.

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.

CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY

The grantee shall prepare and submit an on-line computer catalog entry to the California Environmental Information Catalog ("CEIC") for all geographic information products and reports which characterize site specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The CEIC is available on the Internet at <http://gis.ca.gov/catalog/contrib1.html>. Where possible, electronic information should be supplied in Federal Geographic Data Committee metadata format. However, if the Executive Officer directs that certain information should not be disclosed, the grantee shall not include that information in the entry.

LABOR COMPLIANCE PROGRAM

This agreement is funded in whole or in part with funds from the "Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002" ("Proposition 50"). Section 1771.8(a) of the Labor Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 50 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 to determine its responsibilities.

UNION ORGANIZING

The grantee acknowledges the state policy contained in Government Code sections 16645 through 16649, prohibiting the use of state funds disbursed as a grant to assist, promote or deter union organizing. In executing this agreement, the grantee certifies that none of the funds disbursed under this agreement shall be used to "assist, promote or deter union organizing", as that phrase is defined by Government Code section 16645(a). The grantee shall: (1) maintain records sufficient to show that any expenditure by the grantee to assist, promote or deter union organizing have not been made from state grant funds; and (2) provide these records to the Attorney General upon request.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the 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, this agreement is not assignable by the grantee 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.

City of Long Beach
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AMENDMENT

Except as expressly provided in this agreement, no change 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





COASTAL CONSERVANCY

Staff Recommendation
May 24, 2007

**COLORADO LAGOON PHASE II
DESIGN DEVELOPMENT/TECHNICAL STUDIES**

File No. 07-032
Project Manager: Christopher Kroll

RECOMMENDED ACTION: Authorization to disburse up to \$500,000 to the City of Long Beach to complete design development and environmental documentation of restoration alternatives identified in the Colorado Lagoon Restoration Feasibility Study, and to conduct necessary technical studies related to the restoration of Colorado Lagoon in Long Beach.

LOCATION: City of Long Beach, Los Angeles County, in the San Gabriel River watershed (Exhibit 1)

PROGRAM CATEGORY: Resource Enhancement

EXHIBITS

Exhibit 1: Project Location Map

Exhibit 2: December 4, 2002 Staff Recommendation

Exhibit 3: Letters of Support

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31251-31270 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed five hundred thousand dollars (\$500,000) to the City of Long Beach to complete design development and environmental documentation of restoration alternatives identified in the Colorado Lagoon Restoration Feasibility Study and to conduct necessary technical studies related to the restoration of Colorado Lagoon. Prior to disbursement of any Conservancy funds, the City of Long Beach shall submit for the review and written approval of the Executive Officer of the Conservancy a final work program, including schedule and budget, for the

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

project; and the names and qualifications of all contractors to be used for 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 purposes and criteria in Chapter 6 of the Public Resources Code (Sections 31251-31270 as amended) regarding the enhancement of coastal resources.
2. The proposed project is consistent with the Project Selection Criteria and guidelines adopted by the Conservancy on January 24, 2001.
3. Consistent with Public Resources Code Section 31252, the project area is identified in the City of Long Beach’s certified Local Coastal Program as an area requiring study and planning to coordinate improvement and management of water quality, ecology, and recreational uses of Colorado Lagoon.”

PROJECT SUMMARY:

Staff is recommending that the Conservancy provide a grant of \$500,000 to the City of Long Beach (City) to complete design development and environmental review of restoration alternatives identified in the Colorado Lagoon Restoration Feasibility Study. The project will include: 1) design development and environmental documentation of restoration alternatives identified in the Colorado Lagoon Restoration Feasibility Study; 2) source contaminant identification and development of a water quality monitoring program; and 3) project management assistance to the City. The Colorado Lagoon Restoration Feasibility Study (RFS) was funded by the Conservancy and completed in February 2005.

The major goals of the RFS were to identify measures to improve the fish and wildlife habitat in and around the lagoon and to improve the quality of the water flowing into and out of the lagoon. The five main objectives addressed by the study were:

- Redirect, reduce or filter storm and dry weather runoff to minimize contamination of water and sediment in the lagoon;
- Identify sources of pollutants and recommend controls within the watershed;
- Evaluate need to remove contaminated sediments;
- Restore and maintain estuarine habitat; and

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

- Improve lagoon circulation and the tidal connection with Marine Stadium and Alamitos Bay

Since 2005, the City has received grants from the State Water Resources Control Board, U.S. Army Corps of Engineers (Army Corps), and the San Gabriel and Lower Los Angeles Rivers & Mountains Conservancy (Rivers and Mountains Conservancy) to begin to implement the recommendations of the RFS. These grants will help the City to address the objectives identified above. A Clean Beaches Initiative grant from the State Water Resources Control Board will: 1) construct low flow diversion structures to divert dry weather urban runoff to the sanitary sewer system; 2) clean out the culvert which connects the lagoon to Alamitos Bay; and 3) construct bioswales on the adjoining golf course. The Army Corps will dredge the west arm of the lagoon to remove contaminated sediment and re-contour the steep banks along the eastern shore, western shore of the north arm, and along the west arm to create mudflat intertidal habitat. The Rivers and Mountains Conservancy grant will fund revegetation of the lagoon banks with upland and wetland vegetation.

The City has requested funding from the Conservancy for three major project areas not addressed in the other grants. The design and environmental documentation of several important improvements recommended in the RFS are not addressed in other grants. These include: creation of the sandy intertidal habitat along the southern side of the west arm; relocating and narrowing the entrance road and parking lot to create an upland zone along the west side of the eastern arm; creation of a bird nesting island; development of a nature trail around the lagoon with interpretive signs, and other amenities; development of trash and exotic bird management plans; and development of a sand management strategy that will minimize siltation of the lagoon. The City needs additional funding to complete environmental documentation of all alternatives identified in the RFS. The City has estimated the cost of the design and environmental work to be \$160,000 of which approximately \$40,000 is needed to complete the environmental analysis.

In addition, the issue of contaminated sediment flowing into the lagoon has not yet been addressed. These contaminants must be traced to their sources and those sources abated or new contaminants will continue to replace those removed by the Army Corps dredging project. On-going water quality monitoring is necessary to ensure that the sources of contamination have been eliminated. The tracing of the historic sources is estimated to cost \$125,000 while post construction monitoring for two years will cost \$100,000 for a total of \$225,000.

And, finally, the City has requested funding for a project manager to oversee this large (over \$10 million) multifaceted project. The City has been successful already in securing approximately \$5,000,000 for the project but the scope of the project is large and complex enough that City staff need outside assistance to continue to move the project forward in a timely manner. Substantial project

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

management effort is needed to track and coordinate permits, existing grants, conditions, consultants and contractors. Additional funding also needs to be secured to complete the project. The project schedule has important regulatory permit deadlines later this year requiring fulltime project management now. The City is requesting funding to secure the services of a consultant to act as day-to-day project manager. The City has estimated the cost to be \$180,000 for the three year period necessary to oversee the construction of the funded projects (CBI, Army Corps, RMC and SCC), the design and environmental review of the additional project elements and the upstream contaminants study. The City is requesting that a Conservancy grant would fund \$115,000 of the \$180,000 cost of a project manager and the City will secure additional funding for the balance.

Site Description: Colorado Lagoon is a 15-acre, V-shaped tidal lagoon in the City of Long Beach and is connected to Alamitos Bay and the Pacific Ocean through a tidal box culvert to Marine Stadium (Exhibit 1). Recreation Park borders the north side of the lagoon and has a nine-hole and eighteen-hole golf course, a baseball and softball field, casting pond, picnic area, dog park, lawn bowling and play ground. Residences and three public schools surround the other three sides of the lagoon. A preschool program for three- to five-year-olds is located near the beach of the lagoon and children ages seven years and older participate in a model sailboat club during the summer. Swimming, fishing, picnicking, and wildlife viewing are popular recreational activities.

Colorado Lagoon supports an estuarine ecosystem. Southern tar plant, a special status species, and eelgrass colonies exist in shallow areas of the lagoon and Marine Stadium. A variety of fish species find spawning and rearing habitat such as juvenile halibut, topsmelt, perch, white sea bass, bottom dwelling gobies and stingrays. Additionally, juvenile clams have been found in the lagoon. The California brown pelican and California Least Tern, special status species, as well as many other species of waterfowl, gulls, and shorebirds visit and dwell in the tidal habitats.

Since the lagoon is a natural low point in the watershed, it accumulates pollutants deposited over the entire watershed that are washed into the storm drains by storm flows and dry weather runoff. In addition to tidal influence, the lagoon receives the majority of its inflow from five reinforced concrete pipes draining storm water and dry weather runoff from the watershed.

Colorado Lagoon's watershed is 1,172 acres comprised primarily of suburban residential development with some parklands, two golf courses and a small amount of commercial and institutional land use. Urban runoff generally contains many pollutants such as heavy metals, pesticides, petroleum hydrocarbons, nutrients, and bacteria. In fact, the lagoon is listed in the 1998 California Section 303(d) list of the Clean Water Act as an impaired water body for lead, zinc, sediment, toxicity, chlordane, DDT, dieldrin, PAHs, and PCBs. Beach warnings due to elevated bacteria are frequently posted. In the estuarine environment of the lagoon, many pollutants readily precipitate out of the water column and settle in the sediment on the lagoon floor.

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

Project History: The Colorado Lagoon was once part of the historic Alamitos Bay which also included the Los Cerritos Wetlands. In 1923, the Channel Club dredged a mudflat to form the Colorado Lagoon. The 1932 Los Angeles Olympic Committee chose the lagoon for rowing events. In 1968, the City of Long Beach remodeled Marine Stadium for the Olympic Rowing and Canoeing Team Trials. At that time, the north end of the Olympic rowing course was filled as part of construction for the then proposed Pacific Coast Freeway thereby further separating Colorado Lagoon from Marine Stadium and extending the existing connecting culvert.

The ecological health of the lagoon has been deteriorating for many decades. People have always swum and fished in the lagoon but there has always been concern about the poor water quality. In 1999, a group of residents formed the Friends of Colorado Lagoon (FOCL) specifically to advocate for restoration of the lagoon.

In January 2001, FOCL and the City both submitted proposals to the Southern California Wetlands Recovery Project (WRP) for funding for a restoration plan for the lagoon. Both proposals described the need for a study of the lagoon that would address the lagoon's poor water quality and declining habitat value. In June 2001, the WRP Board of Governors added the project to the work plan.

The Conservancy approved a grant to the City of Long Beach in December 2002 to prepare a multi-objective restoration feasibility study. The study was completed in February 2005. Since then the City has been successful in securing grants to begin to implement the recommendations of the study.

For many years, the City of Long Beach and County of Los Angeles have been laying the groundwork to address flooding and water quality issues in the Colorado Lagoon watershed. Los Angeles County Department of Public Works has recently completed an environmental impact report to replace an existing County storm drain that drains into Colorado Lagoon. The storm drain, referred to as the Termino Avenue Drain, is being replaced in order to alleviate flooding that occurs upstream of the lagoon. This project may include diversion of all Termino Avenue Drain flows and approximately 25% of Project 452, the other main drain flowing into the lagoon, flows away from Colorado Lagoon. This alternative would include dry weather diversion to the sanitary sewer. The County expects to begin construction in April 2008.

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

PROJECT FINANCING:

Coastal Conservancy	\$ 500,000
State Water Resources Control Board	3,823,868
U.S. Army Corps of Engineers	906,000
Rivers & Mountains Conservancy	<u>100,000</u>
TOTAL	\$5,329,868

The anticipated source of Conservancy funds is an appropriation to the Conservancy from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50). Proposition 50 authorizes the use of these funds for the purpose of protecting coastal watersheds through projects undertaken pursuant to the Conservancy's enabling legislation (Division 21 of the Public Resources Code) to acquire, restore or protect water and land resources (Water Code Section 79570). The proposed project will result in protection and restoration of the land and water resources of Colorado Lagoon which is located in a coastal watershed. The project is also consistent with the Conservancy's enabling legislation, as discussed below.

Proposition 50 also requires that any watershed protection activities financed with Proposition 50 funds must be consistent with "the applicable adopted local watershed management plan and the applicable regional water quality control plan adopted by the regional water quality control board" (Water Code Section 79507) and, for projects in the San Gabriel and Los Angeles river watersheds, the project must be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan (Water Code Section 79508).

Colorado Lagoon has been designated as an "impaired water body" consistent with Section 303(d) of the Clean Water Act by the Los Angeles Regional Water Quality Control Board. The proposed project will address some or all of the urban runoff issues which have led to the pollution of the lagoon and is consistent with the Water Quality Control Plan for the Los Angeles Region (Basin Plan for Coastal Watersheds of Los Angeles and Ventura Counties) adopted on June 13, 1994 by the Los Angeles Regional Water Quality Board in that it will result in improvement in the currently impacted beneficial uses: contact and noncontact water recreation, marine habitat, and habitat for rare and endangered species. It will also aid in the attainment of regional objectives for inland surface waters identified in the Basin Plan, particularly those objectives identified for coliform bacteria and toxic pollutants.

The proposed project, in that it will result in environmental restoration of Colorado Lagoon, is consistent with the San Gabriel and Los Angeles Rivers Watershed and Open Space Plan (Common Ground) adopted by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in October 2001.

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

Specifically the project is consistent with the following Guiding Principles of the plan: 1) accommodate active and passive recreational uses; 2) incorporate passive and low-impact recreational facilities in habitat areas; 3) protect existing high-quality habitat and ecologically significant areas; 4) restore and enhance aquatic and terrestrial riparian and upland habitat; 5) reduce the volume and velocity of storm water runoff where feasible; and 6) reduce dry weather urban runoff discharge into waterways and the ocean.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The project remains consistent with the findings and discussion in the December 4, 2002 staff report (Exhibit 2) Additionally, the project is consistent with Public Resources Code Section 31111 (enacted in 2002), which expressly authorizes the Conservancy to fund plans and feasibility studies.

CONSISTENCY WITH CONSERVANCY'S STRATEGIC PLAN GOAL(S) & OBJECTIVES:

Consistent with **Goal 5, Objective A**, the proposed authorization will lead to restoration and enhancement of a significant coastal habitat.

Consistent with **Goal 6, Objective A**, the proposed authorization will lead to the improvement of habitat in a coastal watershed.

Consistent with **Goal 6, Objective B**, the proposed authorization will lead to improved water quality to benefit coastal resources.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The project remains consistent with the discussion in the December 4, 2002 staff report (Exhibit 2).

CONSISTENCY WITH THE COASTAL ACT:

The project remains consistent with the discussion in the December 4, 2002 staff report (Exhibit 2).

COLORADO LAGOON PHASE II: DESIGN DEVELOPMENT/TECHNICAL STUDIES

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES:

The project remains consistent with the discussion in the December 4, 2002 staff report (Exhibit 2).

COMPLIANCE WITH CEQA:

The proposed project is statutorily exempt from the provisions of CEQA under 14 California Code of regulations Section 15262 in that it involves planning studies only. Staff will file a Notice of Exemption upon approval of the proposed authorization.

Exhibit I: Project Location Map



Exhibit 1: Project Location Map

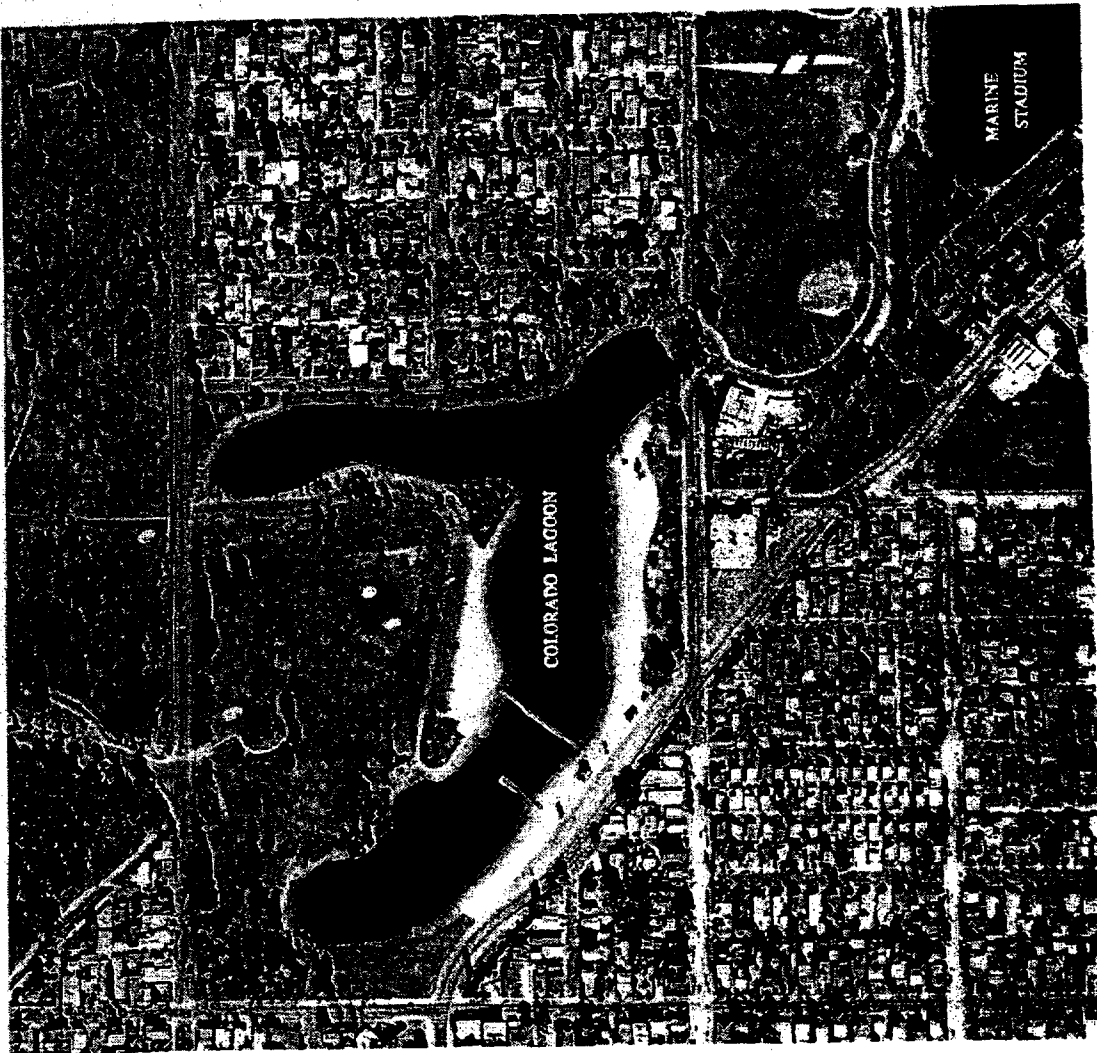


Exhibit 2: December 4, 2002 Staff Recommendation

COLORADO LAGOON FEASIBILITY STUDY

Agenda Item 7.

December 4, 2002

Exhibit 2: December 4, 2002 Staff Recommendation

COASTAL CONSERVANCY

Project Summary
December 4, 2002

COLORADO LAGOON FEASIBILITY STUDY

File No. 02-124
Project Manager: Christopher Kroll

RECOMMENDED ACTION: Authorization to disburse up to \$200,000 to the City of Long Beach for preparation of a multi-objective feasibility study for Colorado Lagoon.

LOCATION: City of Long Beach, in the watershed of the San Gabriel River (Exhibit 1)

PROGRAM CATEGORY: Resource Enhancement

ESTIMATED COST: Coastal Conservancy	\$200,000
Total Project:	\$200,000

Additional Colorado Lagoon Projects:

Los Angeles County (estimated for 2005)	\$12,000,000
City of Long Beach (Prop. 13)	<u>500,000</u>
Total All Projects:	\$12,700,000

The Los Angeles County project will address flooding upstream of Colorado Lagoon by replacing an existing County-owned storm drain that drains into the lagoon. The City of Long Beach has received a grant to divert dry weather runoff from City-owned storm drains that drain into the lagoon.

The anticipated source of Conservancy funds is an appropriation to the Conservancy from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40).

PROJECT SUMMARY: The proposed feasibility study would assist the City of Long Beach in restoring the estuarine ecosystem of Colorado Lagoon, improving water quality and sediment quality, managing storm water, and supporting environmental education, safe public recreation, and coastal access. The tidal lagoon has be-

Exhibit 2: December 4, 2002 Staff Recommendation

come degraded due to restricted tidal influence and the accumulation of pollutants from storm water and dry weather runoff delivered by several storm drains.

The concentrated pollutants (*e.g.*, lead, zinc, bacteria, pesticides, sediment) render recreational activities such as swimming, fishing, clamming, and model boat gatherings unsafe for the public. In 2001, the lagoon had 18 "advisory postings" when bacterial levels exceeded State water quality standards for total coliform, fecal coliform, and enterococcus. The contamination also degrades the estuarine ecosystem of Colorado Lagoon and Alamitos Bay.

Since estuarine habitat has been virtually lost in southern California, Colorado Lagoon is considered a critical coastal resource. The Southern California Wetland Recovery Project considers restoration of the lagoon a priority and placed the feasibility study on its work plan.

Exhibit 2: December 4, 2002 Staff Recommendation

COASTAL CONSERVANCY

Staff Recommendation
December 4, 2002

COLORADO LAGOON FEASIBILITY STUDY

File No. 02-124
Project Manager: Christopher Kroll

**STAFF
RECOMMENDATION:** Staff recommends that the State Coastal Conservancy adopt the following Resolution pursuant to Sections 31251-31270 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed two hundred thousand dollars (\$200,000) to the City of Long Beach for preparation of a feasibility study for Colorado Lagoon, subject to the condition that, prior to the disbursement of any funds, the City shall submit for the review and written approval of the Conservancy’s Executive Officer:

1. A work program, including scope of work, budget and schedule, and
2. The names of any contractors it intends to use to prepare the plan.”

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 purposes and criteria in Chapter 6 of the Public Resources Code (Sections 31251-31270 as amended) regarding the enhancement of coastal resources.
 2. The proposed project is consistent with the guidelines and criteria in the Coastal Conservancy’s Project Selection Criteria and Guidelines adopted on January 24, 2001.”
-

Exhibit 2: December 4, 2002 Staff Recommendation

STAFF DISCUSSION:

Project Description: The principal goals of the Colorado Lagoon Feasibility Study are to identify measures to improve the fish and wildlife habitat in and around the lagoon and to improve the quality of the water flowing into and out of the lagoon. City and Conservancy staff have identified specific objectives, including the following:

- Redirect, reduce or filter storm and dry weather runoff to minimize contamination of water and sediment in the lagoon;
- Identify sources of pollutants and recommend controls within the watershed;
- Evaluate need to remove contaminated sediments;
- Restore and maintain estuarine habitat; and
- Improve lagoon circulation and the tidal connection with Marine Stadium and Alamitos Bay

The City would engage and direct the work of consultants to prepare the feasibility study and would convene a technical advisory committee of City staff, technical experts, and resource agency representatives. The feasibility study would report on the pertinent existing conditions (flora, fauna, water quality, regulatory, etc.), refined goals and objectives, opportunities for and constraints upon meeting the objectives, specific enhancement measures that address the project objectives, and cost estimates for implementation of the enhancement measures.

Project Financing:	Coastal Conservancy	\$200,000
	Total Project:	\$200,000

Additional Colorado Lagoon Projects:

Los Angeles County (estimated for 2005)	\$12,000,000
City of Long Beach (Prop. 13)	<u>500,000</u>
Total All Projects:	\$12,700,000

The Los Angeles County project will address flooding upstream of Colorado Lagoon by replacing an existing County-owned storm drain that drains into the lagoon. The City of Long Beach has received a grant to divert dry weather runoff from City-owned storm drains that drain into the lagoon.

The anticipated source of Conservancy funds is an appropriation to the Conservancy from the California Clean Water,

Exhibit 2: December 4, 2002 Staff Recommendation

Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40).

Site Description: Colorado Lagoon is a 15-acre, V-shaped tidal lagoon in the City of Long Beach and is connected to Alamitos Bay and the Pacific Ocean through a tidal box culvert to Marine Stadium (Exhibit 1). Recreation Park borders the north side of the lagoon and has a nine-hole and 18-hole golf course, a baseball and softball field, casting pond, picnic area, dog park, lawn bowling, and playground. Residences and three public schools surround the other three sides of the lagoon. A preschool program for three- to five-year-olds is located near the beach of the lagoon and children ages seven years and older participate in a model sailboat club during the summer. Swimming, fishing, picnicking, and wildlife viewing are popular recreational activities.

Colorado Lagoon supports an estuarine ecosystem. Southern tar plant, a special status species, and eelgrass colonies exist in shallow areas of the lagoon and Marine Stadium. A variety of fish species find spawning and rearing habitat such as juvenile halibut, topsmelt, perch, white sea bass, bottom dwelling gobies, and stingrays. Additionally, juvenile clams have been found in the lagoon. The California brown pelican and California least tern, special status species, as well as many other species of waterfowl, gulls, and shorebirds visit and dwell in the tidal habitats.

Since the lagoon is a natural low point in the watershed, it accumulates pollutants deposited over the entire watershed that are washed into the storm drains by storm flows and dry weather runoff. In addition to tidal influence, the lagoon receives the majority of its inflow from five reinforced concrete pipes draining storm water and dry weather runoff from the watershed.

According to the Long Beach Storm Water Management Plan, the Colorado Lagoon's watershed is 1,172 acres comprised primarily of suburban residential development with some parklands, two golf courses, and a small amount of commercial and institutional land use. Urban runoff generally contains many pollutants such as heavy metals, pesticides, petroleum hydrocarbons, nutrients, and bacteria. In fact, the lagoon is listed in the 1998 California Section 303(d) list of the Clean Water Act as an impaired water body for lead, zinc, sediment, toxicity, chlordane, DDT, dieldrin, PAHs, and PCBs. Beach warnings due to elevated bacteria are frequently posted. In the estuarine environment of the lagoon, many pollutants readily precipitate

Exhibit 2: December 4, 2002 Staff Recommendation

out of the water column and settle in the sediment on the lagoon floor.

Project History: The Colorado Lagoon was once part of the historic Alamitos Bay which also included the Los Cerritos Wetlands. In 1923, the Channel Club dredged a mudflat to form the Colorado Lagoon. The 1932 Los Angeles Olympic Committee chose the lagoon for rowing events. In 1968, the City of Long Beach remodeled Marine Stadium for the Olympic Rowing and Canoeing Team Trials. At that time, the north end of the Olympic rowing course was filled as part of construction for the then proposed Pacific Coast Freeway, thereby further separating Colorado Lagoon from Marine Stadium and extending the existing connecting culvert.

The ecological health of the lagoon has been deteriorating for many decades. People have always swam and fished in the lagoon, but there has always been concern about the poor water quality. In 1999 a group of residents formed the Friends of Colorado Lagoon (FOCL) specifically to advocate for restoration of the lagoon.

In January 2001, FOCL and the City both submitted proposals to the Southern California Wetlands Recovery Project (WRP) for funding for a restoration plan for the lagoon. Both proposals described the need for a study of the lagoon that would address the lagoon's poor water quality and declining habitat value. In June 2001, the WRP Board of Governors added the project to the work plan.

For many years, the City of Long Beach and County of Los Angeles have been laying the groundwork to address flooding and water quality issues in the Colorado Lagoon watershed. Los Angeles County Department of Public Works is preparing an environmental impact report to replace an existing County storm drain that drains into Colorado Lagoon. The storm drain, referred to as the Termino Avenue Drain, is being replaced in order to alleviate flooding that occurs upstream of the lagoon. This project may include a dry weather diversion to the sanitary sewer and a low-flow bypass to Marine Stadium. In addition, the State Water Resources Control Board has approved a grant to the City through the Clean Beaches Initiative of the Costa-Machado Water Act of 2000 (Proposition 13) to plan and construct diversions of dry weather runoff from the City storm drains (that also drain into Colorado Lagoon) to the Los Angeles Bureau of Sanitation's wastewater treatment plant. The City also plans to use a portion of a state appropriation to fund the installation of pollution traps in the City's storm

Exhibit 2: December 4, 2002 Staff Recommendation

drains which drain into Colorado Lagoon. The grant will be used for several projects in the City but a significant portion of the funds will be for Colorado Lagoon.

While these projects address immediate problems and will go a long way toward reducing water quality problems, additional solutions to pollution, habitat restoration, and recreational improvements are needed. A feasibility study funded by the Conservancy will help the City of Long Beach integrate and improve the multiple uses of Colorado Lagoon such as habitat, recreation, and storm water management.

PROJECT SUPPORT: The proposed project has strong community support. Letters of support are attached as Exhibit 2.

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

Chapter 6 of Division 21 of the Public Resources Code (Sections 31251 *et seq.*) provides for the Coastal Conservancy's participation in a program of coastal resource enhancement. The proposed authorization will assist the Conservancy in meeting its purposes and objectives in Sections 31251 *et seq.* by facilitating the study and possible enhancement of marine habitat that has experienced excessive loss in southern California.

Pursuant to Section 31251, the Conservancy may award grants to local agencies to enhance coastal resources, and Section 31252 requires that a local coastal program indicate the areas proposed for enhancement need public action. The City of Long Beach is a local agency, the lagoon is in the coastal zone, and the City's Local Coastal Program clearly indicates that the City needs to coordinate improvement and management of the complex and integrated uses of the Colorado Lagoon.

Consistent with Section 31253, the amount of proposed Conservancy funding for this project was determined by the total amount of funding available for coastal resource enhancement projects, the fiscal resources of project partners and the urgency of the project relative to other eligible coastal resource enhancement projects. The City has secured funding for immediate projects to address bacterial pollution and flooding in Colorado Lagoon; however, these sources do not allow funds to be used for planning. In addition, City budget deficits preclude a City-funded study for several years. Without funding from the Coastal Conservancy, the City would not be able to undertake a watershed-wide feasibility study to coordinate so-

Exhibit 2: December 4, 2002 Staff Recommendation

lutions to the water and sediment quality and flooding problems with restoration of habitat and support of recreation.

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

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines adopted January 24, 2001, in the following respects:

Required Criteria

Promotion of the Conservancy's statutory programs and purposes: As indicated above, the proposed project is consistent with Chapter 6 of Division 21 of the Public Resources Code (Sections 31251 *et seq.*), which provides for the Coastal Conservancy's participation in a program of coastal resource enhancement.

Consistency with purposes of the funding source: Preparation of the proposed feasibility study is consistent with the funding source, the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40).

Support from the public: The proposed project has community support, as demonstrated by the letters of support that are attached to this staff recommendation as Exhibit 2.

Location: Colorado Lagoon is a 15-acre, V-shaped tidal lagoon connected to Alamitos Bay and the Pacific Ocean through a tide gate to Marine Stadium (Exhibit 1). The proposed project is intended to lead to improving the marine ecosystem by recommending integrated management of the storm water inputs, the tidal circulation, recreational uses, and habitat restoration.

Need: The financial support and participation of the Conservancy are critical for the success of this project because the City lacks the financial and technical resources to proceed on its own.

Additional Criteria

Greater than local interest: People who reside outside the city recreate at the lagoon. Tidally influenced marine ecosystems have been virtually eliminated from southern California.

Resolution of more than one issue: Colorado Lagoon provides marine habitat for plants, fish, clams, and birds but does

Exhibit 2: December 4, 2002 Staff Recommendation

so in an urban recreational setting. The water in the lagoon is supplied by urban runoff and influenced by tidal flushing. Discharge from the lagoon reaches coastal habitat in Alamitos Bay and the Pacific Ocean. The proposed feasibility study must balance the objectives of natural resource enhancement, stormwater management, recreation, and water quality improvement. The City anticipates setting up a committee of technical advisors and agency representatives to assist in formulating a feasibility study with recommendations that will integrate these objectives.

Leverage: The City of Long Beach has secured funds from other state agencies to construct structural solutions to some of the water quality and flood control problems in Colorado Lagoon. The proposed feasibility study would help coordinate the design of these and future improvement projects to support habitat restoration and recreation in the lagoon.

Cooperation: City of Long Beach, Regional Water Quality Control Board, State Water Resources Control Board, Los Angeles County Department of Public Works, local environmental advocates, and residents agree that the issues of pollution, flooding, and habitat restoration need to be addressed at Colorado Lagoon. All these organizations and individuals are committed to contribute their support, time, and expertise.

**CONSISTENCY WITH
THE COASTAL ACT:**

The proposed project would be consistent with the planning and management policies contained in Section 30231 of the Public Resource Code, which states that "the biological productivity and the quality of coastal waters, streams, wetlands, estuaries and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored. . . ." The objectives of the project would include restoring marine and freshwater habitat in order to replace past losses of similar habitat on the coast, and improving the quality of the water that is discharged from Colorado Lagoon and reaches the coast.

**CONSISTENCY WITH
LOCAL COASTAL
PROGRAM POLICIES:**

The proposed project is consistent with the City of Long Beach's certified Local Coastal Program (LCP), which acknowledges the recreational and ecological importance of Colorado Lagoon not only for the surrounding community but also for visitors. The LCP calls for study and planning to coordinate improvement and management of water quality, ecol-

Exhibit 2: December 4, 2002 Staff Recommendation

ogy, and recreational use of the lagoon. The proposed project would evaluate and recommend feasible opportunities to restore the historic marine ecosystem and support safe recreation while improving water quality, eliminating contaminated sediments, and managing storm water in Colorado Lagoon.

**COMPLIANCE
WITH CEQA:**

The proposed project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) under 14 Cal. Code of regulations Section 15262 in that it involves planning studies only. Staff will file a Notice of Exemption upon approval of the proposed authorization.

Exhibit 1
Project Location
Colorado Lagoon and Vicinity



**Exhibit 1
Project Location
Colorado Lagoon**

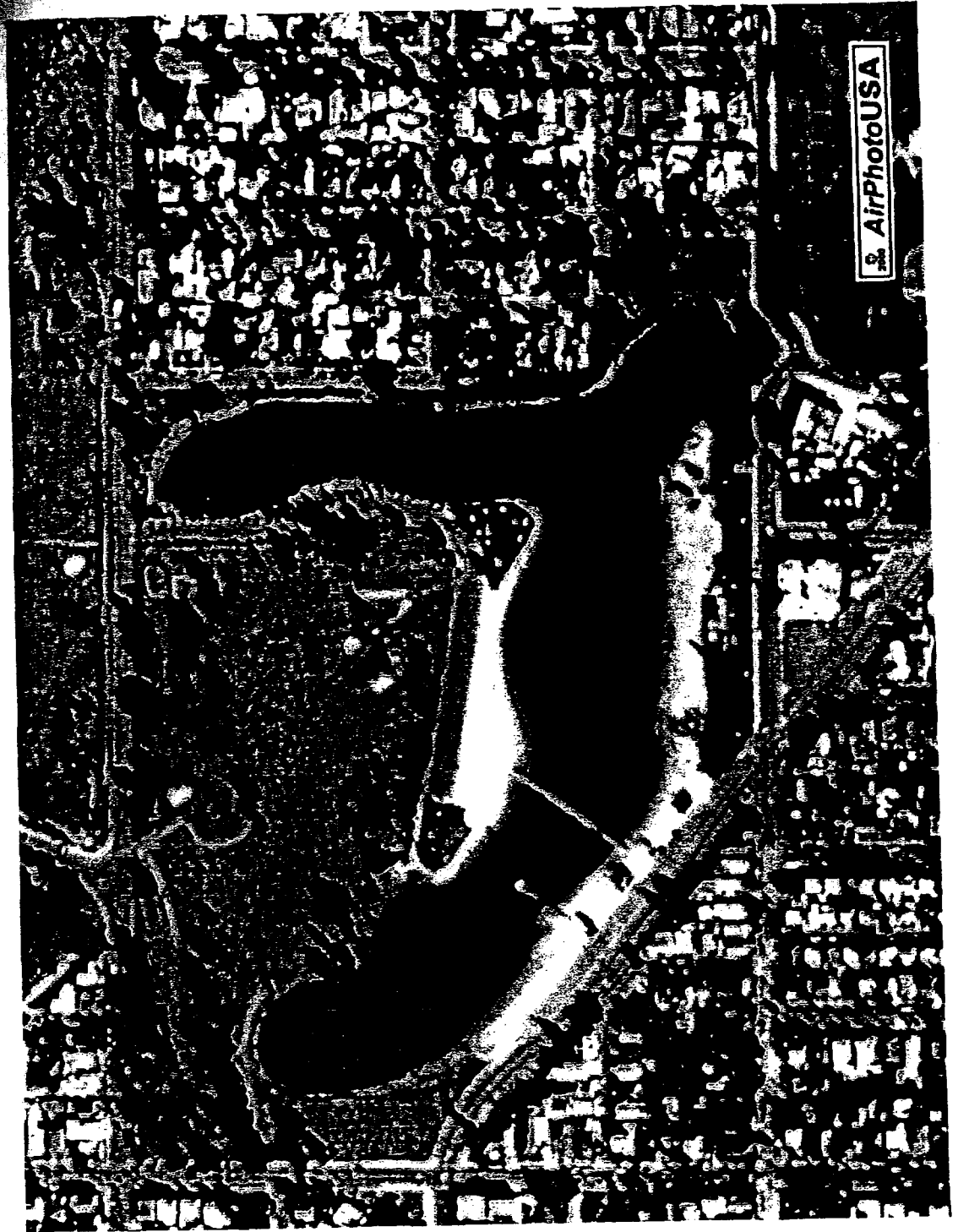


Exhibit 2: December 4, 2002 Staff Recommendation

EXHIBIT 2

Letters of Support

EXHIBIT 2

Exhibit 3: Letters of Support

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94248-0654
(916) 319-2054
FAX (916) 319-2154
DISTRICT OFFICE
3711 LONG BEACH BOULEVARD
SUITE 801
LONG BEACH, CA 90807
(562) 987-0794
FAX (562) 997-0799

Assembly
California Legislature



BETTY KARNETTE
ASSEMBLYMEMBER, FIFTY-FOURTH DISTRICT

COMMITTEES:
CHAIR
ARTS, ENTERTAINMENT, SPORTS,
TOURISM, AND INTERNET MEDIA
SELECT COMMITTEE ON PORTS
MEMBER
APPROPRIATIONS
EDUCATION
TRANSPORTATION

April 18, 2007

Mr. Douglas Bosco, Chairman
California State Coastal Conservancy
1330 Broadway, 11th Floor
Oakland, CA 94612

RE: Support for the Colorado Lagoon Wetlands Restoration Project

Dear Chairman Bosco:

As the Assemblymember representing the 54th District, which includes the Colorado Lagoon, I encourage you to support the Colorado Lagoon Wetlands Restoration Project. The Colorado Lagoon in the City of Long Beach is unique tidal wetlands surrounded by urban development. There are over 700,000 residents in the communities surrounding this 28.3-acre tidal wetland, who benefit from the recreational, wildlife and storm retention capacity functions of the Lagoon.

Unfortunately, the recreational and wildlife habitat functions have continued to erode as pollutants brought into the Lagoon through the storm drain lines accumulate. These pollutants in the bottom sediment have resulted in the Colorado Lagoon being listed as an impaired water body on the State Water Quality Control Boards listings. The loss of wildlife diversity is directly linked to the accumulation of pollutants as the most polluted areas of the Lagoon have markedly fewer species of fish and invertebrate organisms. The impact on wildlife is not isolated to specific areas of Colorado Lagoon, as overall species diversity has declined from 29 species to 13 species since the 1970s as documented in comparative studies from that time period and today.

While swimming remains a popular activity at Colorado Lagoon, closures due to unacceptable bacteria levels are becoming increasingly frequent and closed Colorado Lagoon for much of the summer of 2006. Algae blooms are also frequent in warm weather months, discoloring the shoreline and leaving an odor in the air. The pollutant levels and the limited tidal flushing in the Lagoon aggravate these adverse recreational conditions.

Positive actions are underway. Los Angeles County will soon be constructing a new storm drain that will divert the highly polluted non-storm flows to the sanitary sewer system for 40 percent of the inflow into the Lagoon. The new County storm drain will also bypass the Lagoon during storms, allowing for a more stable wildlife habitat. The State Water Resources Board has also funded the diversion of non-storm flows from a second storm drain line carrying approximately


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Exhibit 3: Letters of Support
California State Senate

**SENATOR
ALAN LOWENTHAL**
TWENTY-SEVENTH SENATE DISTRICT



CAPITOL OFFICE
STATE CAPITOL
SACRAMENTO, CA 95814
TEL (916) 651-4027
FAX (916) 327-9113

LONG BEACH OFFICE
115 PINE AVENUE, SUITE 430
LONG BEACH, CA 90802
TEL (562) 495-4766
FAX (562) 495-1876

PARAMOUNT OFFICE
18401 PARAMOUNT BLVD
PARAMOUNT, CA 90723
TEL (562) 529-8659
FAX (562) 529-6662

SENATOR.LOWENTHAL@SEN.CA.GOV
WWW.SEN.CA.GOV/LOWENTHAL

May 2, 2007

Douglas Bosco, Chairman
California State Coastal Conservancy
1330 Broadway, 11th Floor,
Oakland, CA 94612

RE: Support for the Colorado Lagoon Wetlands Restoration Project

Dear Chair Bosco:

On behalf of the 27th State Senate District, which includes the Colorado Lagoon, I encourage you to support the Colorado Lagoon Wetlands Restoration Project. The Colorado Lagoon in the City of Long Beach is unique tidal wetlands surrounded by urban development. There are over 700,000 residents in the communities surrounding this 28.3-acre tidal wetland, who benefit from the recreational, wildlife and storm retention capacity functions of the Lagoon.

Unfortunately, the recreational and wildlife habitat functions have continued to erode as pollutants brought into the Lagoon through the storm drain lines accumulate. These pollutants in the bottom sediment have resulted in the Colorado Lagoon being listed as an impaired water body on the State Water Quality Control Board's listings. The loss of wildlife diversity is directly linked to the accumulation of pollutants as the most polluted areas of the Lagoon have markedly fewer species of fish and invertebrate organisms. The impact on wildlife is not isolated to specific areas of Colorado Lagoon, as overall species diversity has declined from 29 species to 13 species since the 1970s as documented in comparative studies from that time period and today.

While swimming remains a popular activity at Colorado Lagoon, closures due to unacceptable bacteria levels are becoming increasingly frequent and closed Colorado Lagoon for much of the summer of 2006. Algae blooms are also frequent in warm weather months, discoloring the shoreline and leaving an odor in the air. The pollutant levels and the limited tidal flushing in the Lagoon aggravate these adverse recreational conditions.

REPRESENTING THE CITIES OF THE 27TH SENATE DISTRICT
ARTESIA, AVALON, BELLFLOWER, CERRITOS, DOWNEY, HAWAIIAN GARDENS, LAKEWOOD, LONG BEACH,
LYNWOOD, PARAMOUNT, SIGNAL HILL, SOUTH GATE, FLORENCE-GRAHAM AND WILLOWBROOK

TRANSPORTATION
AND HOUSING
CHAIR

LEGISLATIVE ETHICS
CHAIR

BUDGET SUBCOMMITTEE #2
ON RESOURCES
ENVIRONMENTAL
PROTECTION AND ENERGY
CHAIR

SUBCOMMITTEE ON
CALIFORNIA PORTS AND
GOODS MOVEMENT
CHAIR

BANKING, FINANCE
AND INSURANCE

BUDGET AND FISCAL
REVIEW

ENVIRONMENTAL QUALITY

Exhibit 3: Letters of Support

Colorado Lagoon
Page 2

Positive actions are underway. Los Angeles County will soon be constructing a new storm drain that will divert the highly polluted non-storm flows to the sanitary sewer system for 40 percent of the inflow into the Lagoon. The new County storm drain will also bypass the Lagoon during storms, allowing for a more stable wildlife habitat. The State Water Resources Board has also funded the diversion of non-storm flows from a second storm drain line carrying approximately 25 percent of the flow into the Lagoon, and cleaning of the culvert to improve the tidal flushing of the Lagoon. Trash filters will also be installed on these two lines and others. Finally, a project is being prepared with the U. S. Army Corps of Engineers to dredge the accumulated polluted sediments from the Lagoon and to reslope the shore of portions of the Lagoon to allow replanting with native wetland plants.

The project before you now is to take the next steps as were identified in the Colorado Lagoon Restoration Feasibility Study. These include the design and environmental review of resloping the remainder of the shoreline and creating an educational walking trail; tracing pollutants to their sources and monitoring to assure the pollution has been eliminated; and managing this further work and the previously funded construction projects.

These efforts will help restore plants and animals that are facing extinction and help draw residents to and around the wetlands habitat to appreciate them. It will also improve the recreational function of the Colorado Lagoon as the cleaner water that will benefit wildlife. will also benefit the swimmers, sunbathers and picnickers that utilize the Lagoon.

I would appreciate your favorable consideration of this request.

Sincerely,



Alan Lowenthal, Member of the Senate, 27th District

CC: Chris Kroll, Project Manager, Coastal Conservancy
Tom Modica, Manager of Public/Government Affairs
Phil Hester, Director of Parks, Recreation and Marine
Dennis Eschen, Manager of Planning and Development

RECEIVED

MAY 11 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

Exhibit 3: Letters of Support



Friends of Colorado Lagoon - a coalition of concerned citizens working to preserve and restore Colorado Lagoon

Douglas Bosco, Chairman
California State Coastal Conservancy
1330 Broadway, 11th Floor,
Oakland, CA 94612

May 1, 2007

Subject: Support for the Colorado Lagoon Wetlands Restoration Project

Dear Mr. Bosco:

We, the Friends of Colorado Lagoon (FOCL), strongly encourage you to support the Colorado Lagoon Wetlands Restoration Project. The Colorado Lagoon is a unique piece of the tidal wetlands in the City of Long Beach. Surrounded by three schools, puts it within walking distance for over 5000 students. Students come to the Lagoon for marine science education. Additionally, students from Long Beach City College and CSULB come to the Lagoon to study and participate in wetlands restoration efforts. FOCL and the City of Long Beach have turned an old snack shack into the Wetlands and Marine Science Education Center (Science Shack). On any day one can see diverse residents enjoying recreation and observing the marine wildlife at the Colorado Lagoon.

However, pollutants brought into the Lagoon through the storm drains are eroding the recreational and wildlife habitats over time. These pollutants have already caused the Colorado Lagoon to be listed as an impaired water body on the State Water Quality Control Boards listings. While swimming remains a popular activity, closures at the Lagoon due to unacceptable bacteria levels are becoming increasing frequent and caused the Colorado Lagoon to be closed for much of the summer of 2006. Wildlife diversity is directly linked to the accumulation of pollutants and it can be shown that the most polluted areas of the Lagoon have markedly fewer species of fish and invertebrate organisms.

Positive actions are underway by Los Angeles County, State Water Resources Board and the U.S. Army Corps of Engineers. These efforts will help restore plants and animals that are facing extinction and will help draw residents to the wetlands to participate in the wetlands restoration efforts. Cleaner water will benefit wildlife habitat, as well as the diverse community that utilizes and enjoys the Lagoon.

We very much appreciate your favorable consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Ray Thorn". The signature is written in a cursive, slightly slanted style.

Ray Thorn, President, Friends of Colorado Lagoon
Cc: Chris Krill, Project Manager, Coastal Conservancy

Exhibit 3: Letters of Support

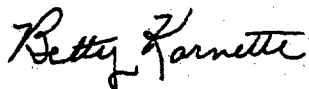
25 percent of the flow into the Lagoon, and cleaning of the culvert to improve the tidal flushing of the Lagoon. Trash filters will also be installed on these two lines and others. Finally, a project is being prepared with the U. S. Army Corps of Engineers to dredge the accumulated polluted sediments from the Lagoon and to reslope the shore of portions of the Lagoon to allow replanting with native wetland plants.

The project before you now is to take the next steps as were identified in the Colorado Lagoon Restoration Feasibility Study. These include the design and environmental review of resloping the remainder of the shoreline and creating an educational walking trail; tracing pollutants to their sources and monitoring to assure the pollution has been eliminated; and managing this further work and the previously funded construction projects.

These efforts will help restore plants and animals that are facing extinction and help draw residents to and around the wetlands habitat to appreciate them. It will also improve the recreational function of the Colorado Lagoon as the cleaner water that will benefit wildlife, will also benefit the swimmers, sunbathers and picnickers that utilize the Lagoon.

Thank you in advance for your consideration of this request.

Sincerely,



BETTY KARNETTE
Assemblymember, 54th District

Cc: Chris Kroll, Project Manager, Coastal Conservancy
Tom Modica, Manager of Public/Government Affairs
Phil Hester, Director of Parks, Recreation and Marine
Dennis Eschen, Manager of Planning and Development

RECEIVED

APR 23 2007

COASTAL CONSERVANCY
OAKLAND, CALIF.

CERTIFICATE OF INSURANCE

State Coastal Conservancy, State of California

ISSUE DATE (08/08/07)

Project Agreement #: 07-019 SCC Project Mgr: 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 A	_____	_____
COMPANY LETTER B	_____	_____
COMPANY LETTER C	_____	_____
COMPANY LETTER D	_____	_____

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	
	GENERAL LIABILITY <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	\$
	AUTOMOBILE LIABILITY <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	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
					STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<input type="checkbox"/> OTHER				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, 13th 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

State of California

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
 TITLE _____
 PHONE NO. _____