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DEPARTMENT OF THE ARMY  
U. S. ARMY ENGINEER LOS ANGELES DISTRICT  
915 Wilshire Blvd  
Los Angeles, CA 90017

ESTUARY HABITAT RESTORATION PROGRAM  
Colorado Lagoon Estuary Restoration Project

This Cooperative Agreement (CA) is entered into this 30 day of November, 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the Grants Officer, Los Angeles District and the City of Long Beach (hereinafter the "Recipient"), represented by City Manager.

1. **Cooperative Agreement Title:** Colorado Lagoon Estuary Restoration Project
2. **Cooperative Agreement Number:** W912PL-12-2-0001
3. **Recipient Name and Address:**  
City of Long Beach  
333 West Ocean Blvd, 13<sup>th</sup> Floor  
Long Beach, CA 90802
4. **Tax ID No:** 95-6000733  
**DUNS No:** 075295832  
**CAGE Code:** 8A6J2
5. **Recipient Program Manager:** Eric Lopez, Tidelands Capital Projects Program Manager, City of Long Beach, Telephone: 562-570-5690, Fax: 562-570-6380 or email: [eric.lopez@longbeach.gov](mailto:eric.lopez@longbeach.gov), website: [www.longbeach.gov](http://www.longbeach.gov)
6. **Recipient Administrative POC:** Eric Lopez, Tidelands Capital Projects Program Manager, City of Long Beach, Telephone: 562-570-5690, Fax: 562-570-6380 or email: [eric.lopez@longbeach.gov](mailto:eric.lopez@longbeach.gov), website: [www.longbeach.gov](http://www.longbeach.gov)
7. **Grants Officer:** Maria P Cisneros, Grants Officer, CESPL-CT-P, 915 Wilshire Boulevard, P.O. Box 532711, Los Angeles, CA 90053-2325, Telephone: 213-452-3242, Fax: 213-452-4187, e-mail: [Maria.P.Cisneros@usace.army.mil](mailto:Maria.P.Cisneros@usace.army.mil).
8. **Grants Officer's Technical Representative (GOTR):** Primary, Se-Yao Hsu, Project Manager, CESPL-PM-C, Telephone: 213-452-4016, email: [se-yao.hsu@usace.army.mil](mailto:se-yao.hsu@usace.army.mil); Alternate, David M. Van Dorpe, Chief, Civil Works Branch, CESPL-PM-C, Telephone: 213-452-4008, email: [David.M.VanDorpe@usace.army.mil](mailto:David.M.VanDorpe@usace.army.mil)
9. **Statement of Work:** The work to be accomplished is limited to the performance of the following project activities: (i) the transportation of dredged sediment which has been certified as non-hazardous or has been rendered non-hazardous through treatment in conformance with all Federal and State standards and criteria and has been certified for disposal in the Port of Long Beach Confined Disposal Facility in accordance with terms and restrictions set forth in Corps of

Engineers permit SPL-2004-01053-AOA or a similar facility; and (ii) for any other project related activity such as re-contouring side slopes, the removal of non-native plants, and the re-planting of native plants, which is unrelated or does not involve the handling, storage, treatment, transportation or any other actions to address contaminated materials, and described in the Project Management Plan (PMP) dated 18 October 2011 incorporated herein as "Attachment B." The work to be accomplished is a sub-set of the work contemplated to be accomplished for the project selected by the Estuary Habitat Restoration Council, which was generally described in the Colorado Lagoon Estuary Restoration Proposal, titled "Colorado Lagoon Estuary Restoration Project" dated 22 July 2005 incorporated herein as "Attachment A."

10. **Period of Performance:** Date of Award through 30 June 2017.

11. **Award Amount: \$647,500 up to a limit of \$835,000.** The award amount indicated shall be used solely for the performance of the following project activities: (i) the transportation of dredged sediment which has been certified as non-hazardous or has been rendered non-hazardous through treatment in conformance with all Federal and State standards and criteria and has been certified for disposal in the Port of Long Beach Confined Disposal Facility in accordance with terms and restrictions set forth in Corps of Engineers permit SPL-2004-01053-AOA or a similar facility; and (ii) for any other project related activity such as re-contouring side slopes, the removal of non-native plants, and the re-planting of native plants, which is unrelated or does not involve the handling, storage, treatment, transportation or any other actions to address contaminated materials. The total cost of these project activities is estimated to be \$1,250,000.

12. **Authority:** This Cooperative Agreement is authorized by the Estuary Restoration Act of 2000, Public Law 106-457, as amended (33 U.S.C. 2901). The source of USACE funds for this agreement are the Energy and Water appropriations for the Estuary Restoration Program.

13. **Accounting and Appropriation Data:**

Funding in the amount of \$835,000 is being provided upon award.

Appropriation Code 96 NA X 3122 L1 2450-08 330949 96041

PR&C# W81EYN13323668

14. **Administered by:** U.S. Army Corps of Engineers Los Angeles District.

15. **Terms and Conditions:** This Cooperative Agreement is subject to the specific terms and conditions set forth in this Cooperative Agreement, including the attachments as listed below.

a. Attachment A, the Project Proposal Colorado Lagoon Estuary Restoration Project, containing the scope of work; and the final monitoring plan (attachment E) approved in accordance with the Project Management Plan (attachment B) are attached and made a part hereof.

b. Attachment B, the Project Management Plan containing additional information regarding responsibilities and schedules of work and payment is attached hereto and made part hereof.

c. Attachment C containing standard terms and conditions of this Cooperative Agreement is attached hereto and made part hereof.

d. Attachment D containing certifications and representations are attached hereto and made a part hereof.

e. Attachment E, the approved monitoring plan will be attached hereto and made a part hereof upon approval in accordance with the Project Management Plan.

f. Attachment F, the approved Operation and Maintenance Manual will be attached hereto and made a part hereof upon approval in accordance with the Project Management Plan.

g. Attachment G, documentation of required real estate is attached hereto and made a part hereof upon approval in accordance with the Standard Conditions.

h. Notwithstanding the recipient's technical and cost proposals, the Government's obligation to the recipient is restricted to the funding stated in Paragraph 11.

i. Replacement of key personnel shall require a two-week prior notification, if possible, to the Grant Officer's Technical Representative in Paragraph 8. If a two week notification is not possible, notification of replacement of any personnel is required as soon as the situation arises. Replacement personnel shall possess not less than an equivalent education/experience level than the originally proposed individual.

**16. Reporting Requirements:** Reporting requirements are pursuant to the requirements in Attachment B and Sections 7 and 8 of General Terms and Conditions (Attachment C). Final performance reports are due within 60 calendar days of the expiration of the period of performance, or completion of the final post construction monitoring, whichever occurs first.

**17. Payments:** Payments will be made pursuant to the schedule in the PMP and Section 1 of Attachment C. Payments will be made by Electronic Funds Transfer (EFT).

Standard Form 271 shall reference the Cooperative Agreement number in Paragraph 2. Submit original SF 271s to the Administration Office listed in Paragraph 14 under the original agreement. Submit copies to the GOTR listed in Paragraph 8.

The Administration Office (most likely represented by the Project Manager) will review the SF 271 and notify the GOTR of the amount requested by the recipient. Within five (5) work days of notification of the Recipient's payment request, the GOTR will make payment recommendations to the Administration Office based on the Recipient's progress to-date.

**18. Government Participation:** The Government's technical contribution towards this effort will include technical management, responsibility for any Federal environmental compliance documents, review and approval of planning and design documents and construction, and overall supervision. The Administration Office will coordinate with the GOTR regarding any changes in scope, schedule or cost.

**FOR THE RECIPIENT:**

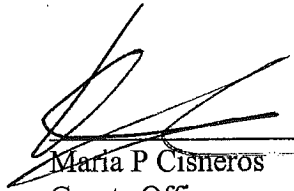
 **Assistant City Manager**

Patrick H. West  
City Manager  
City of Long Beach

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

DATE: 11.22.11

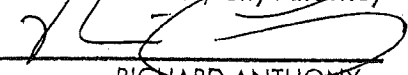
**FOR THE UNITED STATES OF AMERICA:**

  
\_\_\_\_\_  
Maria P Cisneros  
Grants Officer  
United States of America

DATE: 30 November 2011

APPROVED AS TO FORM

11.21, 20 11  
ROBERT E. SHANNON, City Attorney

By   
\_\_\_\_\_  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

**Attachment A**

**Project Proposal Colorado Lagoon Estuary Restoration Project**

**Estuary Restoration Act Project Application  
(Public Law 106-457)**

7/22/2005

1. **Project Name: Colorado Lagoon Restoration**
2. **Project Location (e.g., city/county/state): City of Long Beach/Los Angeles County/California**
3. **Non-Federal Sponsor's Organization Name: City of Long Beach**
4. **Organization Point of Contact:**
  - Name: Gerald R. Miller**
  - Title: City Manager**
  - Telephone Number: 562-570-6916**
  - E-mail Address: citymanager@longbeach.gov**
  - Mailing Address (including zip code): 333 W. Ocean Blvd., 13<sup>th</sup> Floor**
  - Long Beach, CA 90802**
5. **Non-Federal Sponsor Type: (All proposals must originate from a non-Federal source)**
  - State Agency     Local Government Agency     Tribal Government
  - Nonprofit     Regional/Interstate Organization
  - Other (please specify):**
6. **Project Abstract (no more than 250 words) (label additional sheets with name of project, date, and Project Abstract):**

The "project" and the Corps' funding is limited to the Recipient's performance of the following project activities: (i) the transportation of dredged sediment which has been certified as non-hazardous or has been rendered non-hazardous through treatment in conformance with all Federal and State standards and criteria and has been certified for disposal in the Port of Long Beach Confined Disposal Facility in accordance with terms and restrictions set forth in Corps of Engineers permit SPL-2004-01053-AOA or a similar facility; and (ii) any other project-related activity such as re-contouring side slopes, the removal of non-native plants, and the re-planting of native plants, which is unrelated or does not involve the handling, storage, treatment, transportation or any other actions to address contaminated materials, and described in the Project Management Plan (PMP) dated 18 October 2011 incorporated herein as "Attachment B." The work to be accomplished is a sub-set of the work contemplated to be accomplished for the project selected by the Estuary Habitat Restoration Council."

The City of Long Beach is requesting that the United States Army Corps of Engineers join with the City to restore the Colorado Lagoon's estuarine habitat. Project activities will consist of excavating contaminated sediment in the western arm of the Lagoon, re-contouring the slopes around the Lagoon and re-vegetating these habitats by removing invasive ornamental plant species and replacing them with native plant species.

Re-contouring and re-vegetating the Lagoon side slopes will create a larger intertidal habitat in addition to improving and increasing mid and upland habitat. This work involves removing non-native plant species and replacing them with native plant species around the western and northern arms of the Lagoon. Slope re-grading is to be accomplished by flattening existing

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**Estuary Restoration Act Project Application  
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Lagoon side slopes, which will widen the band of vegetated intertidal habitat that will ultimately exist at the site.

Sediment removal activity - It is estimated that the entire western arm possesses a surface layer of contamination that reaches 4 to 5 feet into the bed sediment layer. Removal to a depth of 6 feet provides for a safeguard so only clean bottom sediment remains. The depth of excavation at the deepest point would be down to -19 feet below mean sea level (msl). The width of the excavation footprint is intended to be as wide as possible to remove the maximum quantity of sediment while still providing for stable side slopes around the Lagoon perimeter.

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**7. Habitat Acreage**

Please indicate the amount of acreage this project is expected to restore, for each applicable habitat type listed below. Definitions of the Habitat Types may be found at <https://neri.noaa.gov/glossary.html>.

<b>Acreage</b>	<b>Habitat Type</b>	<b>Acreage</b>	<b>Habitat Type</b>
_____	Submerged aquatic vegetation	<u>  1.0  </u>	Beach
<u>  7.6  </u>	Salt marsh	_____	Dune
_____	Freshwater marsh	_____	Kelp
_____	Mangrove swamp	_____	Coral reef
_____	Forested wetland (non-mangrove)	_____	Oyster reef/Shell bottom
_____	Riparian zone (non-wetland)	<u>  4.5  </u>	Soft bottom/mud
_____	In-Stream	_____	Soft bottom/sand
<u>  4.0  </u>	Upland	_____	Rocky shoreline
_____	Pond	_____	Maritime forest
_____	Water column	_____	Other: _____ (please specify)

**Total project acreage: 17.1**

**Estuary Restoration Act Project Application  
(Public Law 106-457)**

Date Prepared 7/1/2005

**8. Funding and Partners**

a. Estimated Total Project Cost (*excluding post-construction activities, such as monitoring, operation and maintenance*): **\$ 1,347,196**

b. Federal Cost-share: **\$ 875,677**

c. List all project partners, indicating organization type (Federal, State, Tribe, nonprofit, individual or other), value and type of contribution (e.g., cash, in-kind, lands), and source of any cash contributions, as per the example below.

Agency/Organization	Organization Type	Contribution Value (\$)	Contribution Type	Portion originating from a Federal funding source	Portion already used to match other Federal dollars
Snail Recovery	State	\$100,000	Cash	\$25,000	\$25,000
<b>City of Long Beach</b>	<b>Local Gov't</b>	<b>\$471,519</b>	<b>Cash</b>	<b>\$0</b>	<b>\$0</b>
<b>Friends of Colorado Lagoon (FOCL)</b>	<b>CBO</b>	<b>\$0</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>



**Estuary Restoration Act Project Application  
(Public Law 106-457)**

**9. Required Attachments**

- Letter of assurance.** The proposal must be accompanied by a letter signed by a representative of the non-Federal sponsor certifying that the non-Federal sponsor has:
  - Adequate personnel to meet its obligations, including: any proposed in-kind items of work; operating, maintaining, replacing, repairing and rehabilitating the project; monitoring; and other items of local cooperation. Indicate whether work will be done by staff, contract, or under agreement with another entity. (If an agreement with another entity is required, discuss the nature of the agreement and its status.)
  - Adequate funding/support. Describe the source of funds: existing taxes, donations, etc. and if these monies are currently available or proposed. For a non-governmental organization there should be a discussion of the ability to guarantee sufficient resources for long-term operation and maintenance activities including monitoring.
  - Authority to meet its obligations including provision of all required lands, easements and rights-of-way and to carry out items of local cooperation, including operation and maintenance. This may be a statement of general authority for a governmental body or citation of the charter or other official documents of a non-governmental organization. The ability to provide the required lands should be specifically addressed.
- Curriculum vita(e)** for key project personnel, including reference to previous experience with restoration projects and/or monitoring programs.
- Map** showing location of project site and location of key project features. Include georeference coordinates if available.
- Description of compliance activities** (e.g., National Environmental Policy Act, Endangered Species Act) accomplished to date.

**10. Non-Federal Sponsor Certification: Federal Laws and Excluded Activities**

**I certify that the proposed project, if funded, will be carried out in accordance with all Federal statutes and regulations, included but not limited to the National Environmental Policy Act, the Endangered Species Act, National Historic Preservation Act, Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes.**

**I further certify that the proposed project does not constitute mitigation required under any Federal or State law for adverse effects of an activity regulated or otherwise governed by Federal or State law, and does not constitute restoration for natural resource damages required under any Federal or State law.**

\_\_\_\_\_  
Name of non-Federal sponsor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Non-Federal sponsor signature

Date: \_\_\_\_\_

**Estuary Restoration Act Project Application  
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**Proposal Elements**

*Proposals must address the following items.*

1. **Project Description.** Please succinctly describe the project, including:
  - Site description, including identification of existing and former habitat types present at the site and factors which may affect the success of the proposed restoration
  - Brief description of the likely future condition of the proposed restoration site in the absence of the proposed project.
  - Project methods/techniques/features and applicability to this restoration effort
  - Need for the project including how estuary habitat trends (including historic losses) in the project region were considered in developing the project proposal.
  - Project goals and expected benefits including:
    - Ecosystem benefits such as improvements in habitat conditions, water quality, and the status of endangered/threatened species and migratory birds
    - Benefits to nearby existing habitat areas or connection to adjacent habitat areas, including ongoing or proposed restoration projects/protected areas
    - Improvements in the ability of an area to provide human services such as flood protection and recreational opportunities
    - Monetary benefits
    - Brief discussion of importance/significance of expected benefits
  - Conceptual approach/ecological model for addressing restoration needs
  - Administrative management:
    - Respective roles, responsibilities, and contributions of project partners and participants
    - Project implementation schedule
    - Expected length of time before success can be demonstrated
    - Provisions for monitoring and long-term operation and management of the project
    - Estimated life cycle of the project

2. **Monitoring Plan.** Please succinctly describe the monitoring plan, including how this project adheres to the Council's minimum monitoring requirements. These requirements may be found at [http://era.noaa.gov/htmls/era/era\\_monitoring.html](http://era.noaa.gov/htmls/era/era_monitoring.html) and <http://www.usace.army.mil/estuary.html>.

Among the items to specifically address are:

- Parameters to be monitored (e.g., %cover)
- What measurements will be made/how frequently/areas sampled
- How baseline conditions will be established for the parameters to be measured

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**Estuary Restoration Act Project Application  
(Public Law 106-457)**

- How results will be evaluated (statistical comparison to baseline or reference condition, trend analysis, or other quantitative or qualitative approach), including **success criteria** (e.g., 75% reduction of x invasive species or 75% increase of x target species).
  - How success criteria are linked to project goals
  - If applicable, how reference sites were selected, where they are located, and whether they represent target conditions for the habitat or conditions at the site without restoration
  - What indicators will be used to determine if corrective actions are needed
  - Identify any links to a watershed-scale monitoring program
3. **Project Readiness.**
- Identify the steps that must be taken prior to the initiation of on-the-ground restoration activities -- e.g., development of detailed project plan, obtaining permits, preparation of plans and specifications, obtaining bids, acquisition of real estate.
  - Identify any potential delays to project initiation.
4. **Restoration Plans.** According to the Estuary Restoration Act, projects funded through this program must address restoration needs identified in a Federal or State restoration plan that was developed with the substantial participation of appropriate public and private stakeholders (see § 103(6) of the Act for more information).
- Provide the name of the restoration plan(s) (as defined above) that this project would support, the entity preparing it, and the date finalized.
  - Briefly discuss the extent of participation of appropriate public and private stakeholders in development of the restoration plan(s).
  - Discuss how the project will contribute to meeting the needs, goals, objectives and restoration priorities of the restoration plan(s).
  - If the project provides a meaningful contribution to the goals of a non-Federal/non-State regional restoration plan, please provide the above information for that plan as well.
5. **Other Information.** Please respond to the following items as applicable.
- Indicate if the project occurs within a **watershed** in which there is a **program** being carried out to address sources of pollution and other activities that otherwise would re-impair the restored habitat. Give a brief description of the program.
  - Indicate if the project includes pilot testing or demonstration of an **innovative technology**. Describe how this technology would be likely to achieve better restoration results than other available technologies, or comparable results at lower cost in terms of energy, economics, or environmental impacts.  
*[NOTE: Innovative technology is defined as novel processes, techniques and/or materials to restore habitat, or the use of existing processes, techniques, and/or materials in a new restoration application.]*
  - Indicate if there is a **formal agreement** (such as a Memorandum Of Understanding) between/among some or all of the partners as part of the project – list the entities involved and the date of the agreement.

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**Estuary Restoration Act Project Application  
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- Indicate if the Tribe, State or Territory in which the project will occur has a **dedicated funding source** to acquire or restore estuary habitat, natural areas, and open spaces for the benefit of estuary habitat restoration or protection. Provide the name of the fund and agency that administers it and a description of the purposes for which the fund may be used.
  
- 6. **Budget Narrative.** Include an estimated project budget for the Estuary Habitat Restoration Project including Federal and non-Federal costs. This should be detailed enough to determine what will be accomplished with the Estuary Restoration Act funds including the non-Federal share. It is also important to note those items that may be accomplished with other Federal funds since there is a limit on the Federal share of the cost of each Estuary Habitat Restoration Project. Tables may be the most efficient method to convey this information.
- Include itemized costs of remaining work such as: planning, construction, securing required lands, administrative costs (e.g., salaries, supplies), and estimates of annual operation, maintenance and monitoring and other costs. Indicate which of these will be accomplished with Estuary Restoration Act funds including the non-Federal share.
- If the proposal involves more than one site, please provide this information for each site separately.
- If the project cost is not comparable to that for other similar projects, provide justification.

**The Estuary Restoration Act can be found on the Internet at:  
[http://restoration.nos.noaa.gov/pdfs/act\\_s835.pdf](http://restoration.nos.noaa.gov/pdfs/act_s835.pdf). There is also a link to  
the Act at <http://www.usace.army.mil/estuary.html>.**

Field Code Changed

**Attachment B**

**Project Management Plan**

**PROJECT MANAGEMENT PLAN  
ESTUARY RESTORATION ACT  
COLORADO LAGOON ESTUARY RESTORATION PROJECT  
CITY OF LONG BEACH, CALIFORNIA**

Date: October 28, 2011

1. PROJECT NAME AND STATE: Colorado Lagoon Estuary Habitat Restoration Project, California.
2. LOCATION: Los Angeles County, City of Long Beach, California. The Lagoon lies northwest of the mouth of the San Gabriel River and is upstream from Marine Stadium and Alamitos Bay.
3. AUTHORIZATION: Estuary Restoration Act of 2000, Title I of Public Law 106-457.
4. CONGRESSIONAL INTEREST: U.S. Representative Dana Rohrabacher (46<sup>th</sup> District).
5. SPONSOR (RECIPIENT): City of Long Beach

<u>6. SUMMARIZED FINANCIAL DATA:</u>	<u>FY2011 Estimate</u>
Total Estimated Cost of activities unrelated to handling, storage, and treatment of contaminated materials	\$1,250,000
Federal Cost limit (not to exceed 65% of total costs)	\$ 835,000
Estimated Non-Federal Sponsor Cost for activities outside hazardous materials	\$437,500
Total Estimated Cost of Project selected by the Estuary Habitat Restoration Council	\$4,600,000
Federal Allocation including \$165,000 labor for project management by Corps	\$1,000,000

7. DESCRIPTION: The Colorado Lagoon is a 28.9-acre (total land area) tidal lagoon that serves three main functions of hosting sensitive estuarine, wetlands and wildlife habitats; providing areas for public recreation, including swimming; and conveying storm flows.

The main objectives of the Selected Project are to improve the hosting of sensitive estuarine, wetlands, and wildlife habitats, and to continue to efficiently convey storm flows. This will be accomplished by:

- a. Excavating sediment in the western arm of the Lagoon to improve sediment and water quality;
- b. Re-contouring the slopes around the Lagoon, which will provide for increased and enhanced inter-tidal, mid and upland habitats; and,
- c. Re-vegetating impacted land areas with native plants, and removal of non-native plants.

The Corps will coordinate with the Sponsor (Recipient) to ensure appropriate removal, treatment and disposal of contaminated sediment.

When the Estuary Habitat Restoration Council approved the project in 2006, the total cost of the project was estimated at \$1,394,063. This estimate did not take into account the cost to treat contaminated material prior to its disposal. Additional sediment testing was conducted as part of the engineering design, which revealed that sediment contamination was much more widespread. The initial cost estimate also significantly underestimated the quantities to be excavated and dredged. The Sponsor (Recipient) updated its cost estimate to \$4,600,000 for the project selected by the Estuary Habitat Restoration Council to restore the western arm and central arm of the lagoon. Because of City budget limitations and other constraints, the initial construction contract that the City

will award will restore only the Western Arm of the lagoon. At a later time, the Sponsor (Recipient) plans to accomplish a related project to dredge the northern arm. The California State Water Board recently awarded the City of Long Beach a \$3.3M grant for the northern arm, but requires the city to first complete the western arm before these funds can be used.

8. ACTIVITIES: Complete environmental requirements under state and federal law, including Corps Regulatory (Section 10 RHA and Section 404 CWA), Section 401 CWA certifications, and Cooperative Agreement (CA).

9. PROJECT SCOPE:

Federal funds in an amount up to \$835,000 shall be provided to the Recipient (Sponsor) to be used solely for the performance of the following project activities: (i) the transportation of dredged sediment which has been certified as non-hazardous or has been rendered non-hazardous through treatment in conformance with all Federal and State standards and criteria and has been certified for disposal in the Port of Long Beach Confined Disposal Facility in accordance with terms and restrictions set forth in Corps of Engineers permit SPL-2004-01053-AOA; and (ii) for any other project related activity which is unrelated or does not involve the handling, storage, treatment, transportation or any other actions to address contaminated materials, such as the removal of non-native plants; the planting of native plants; re-contouring side slopes of the Western Arm after the City has removed all contaminated materials; and preparation of a Storm Water Pollution Prevention Plan, or other such contemplated activities.

10. SCHEDULE:

<u>ITEM</u>	<u>DATE</u>
Initial Project Delivery Team (PDT) Meeting Conducted	Complete
Submit Draft CA	October 2011
CA Approved and Signed	November 2011
Complete Plans & Specifications	Complete
Complete Draft NEPA Environmental Clearance	Complete
Obtain 401 Certification	Complete
Complete Construction	June 2012

11. BUDGET: Approximately \$165,000 (of the currently allocated \$1,000,000 Federal funds) is expended for the Corps administrative / oversight, including environmental documentation. Project Delivery Team (PDT) members are listed on the signature page. Changes to the budget and/or schedule, if any, will be added to this PMP by amendment and the revised budget(s) will be attached. The remainder of the project budget (\$835,000 Federal) is allocated to construction and related costs.

Design has been carried out by the City of Long Beach, the Recipient (Sponsor). The Corps of Engineers has performed a minimal amount of design review and coordination associated with the transportation of materials to the confined disposal area at the Port of Long Beach. The proposed in-house labor budget for completion of the administrative component, including the preparation of the PMP/ CA is as follows:

**IN-HOUSE CORPS LABOR BUDGET**

Item	Description	Cost
1	Planning - Oversight of EA & FONSI preparation	\$ 95,177
2	Planning - Prepare Coastal Consistency Determination	\$ 5,000
3	Engineering - Coordination of City's design	\$ 6,645
4	Regulatory - Permit	\$ 5,000
5	Project Management	\$ 51,178
6	Real Estate	\$ 2,000
<b>Total:</b>		<b>\$ 165,000</b>

**ESTIMATED CONSTRUCTION-RELATED COSTS**

Transport 33,000 cubic yards of treated dredged materials to the Port of Long Beach for disposal: \$835,000  
 (The solicitation issued by the City of Long Beach includes 2,950 cy of uncontaminated materials from side-slope grading.)

Install Irrigation System at Western Arm including water and electrical connections: \$200,000

The City included "SWPPP and Sediment & Erosion Control-- West Arm" in its solicitation, but this item was not broken out in the Recipient's 2010 cost estimate. The Recipient is updating its cost estimate based upon actual bid prices received under its construction solicitation. The additional cost to prepare a storm-water pollution prevention plan is not related to handling, storage, treatment, or any other action to address contaminated materials. Including the SWPPP and Sediment Erosion Control increases total costs by \$50,000, based on actual bid prices.

Community Based Native Revegetation (FOCL/City Partnership): \$295, 843

Construction and Post Construction Monitoring: \$50,000

Construction Management and Inspections: \$543,548

Engineering Support: \$100,000

The Corps' total contribution equals \$1,000,000, of which \$165,000 is reserved for environmental documentation, engineering oversight, and project management. This leaves \$835,000 available to Sponsor under the Cooperative agreement. As outlined in the detailed budget below, the Sponsor's contribution exceeds the 35% match requirement.



Colorado Lagoon Western Arm Dredging and Grading					
Code or Acct	Description	CY	Unit	Estimated Expense	Responsible Agency
<b>1</b>	<b>Lands and Damages</b>				
<b>6</b>	<b>Fish and Wildlife Facilities</b>				
	Transport treated dredged material to Port of Long Beach for Disposal. (The solicitation issued by the City of Long Beach included 2,950 CY of uncontaminated materials from side-slope grading.)	33,000	CY	\$ 835,000	Corps
	Dredge Western and Central Lagoon, treat sediments, and prepare for disposal.	33,000	CY	\$ 2,410,609	City
	Installation of Irrigation System at West Arm including water and electrical connections(Additive Bid Item).	1	LS	\$ 200,000	City/FOCL
	Native Plant Revegetation and Non-Native Removal (Additive Bid Item).	1	LS	\$ 295,843	FOCL/City
<b>30</b>	<b>Planning, Engineering and Design</b>				
30A	Letter Report, PCA, Project Management, and NEPA Compliance			\$ 155,000	Corps
30DC	Permitting			\$ 10,000	Corps
30DC	Plans and Specifications			\$ -	
<b>31</b>	<b>Construction Management and S&amp;A</b>				
	Construction Management and Inspections			\$ 543,548	City
	Engineering Support			\$ 100,000	City
	Construction and Post Construction Monitoring			\$ 50,000	City/FOCL
	Total Corps Contribution			\$ 1,000,000	Corps
	Total Sponsor Contribution			\$ 3,600,000	City

12. Communication Plan: The Project Manager (PM) is responsible for assembling the Project Delivery Team, preparing and maintaining the Project Management Plan, reporting progress, managing funds, identifying problems or concerns, and ensuring project is executed in accordance with the PMP. All PDT members will be responsible to inform the team of concerns, issues or resolutions in a cooperative, constructive manner to ensure successful execution of the project. Information shall be shared freely in the best interest of the project.

13. Change Management: The PDT will discuss any changes, modification or additions to the scope of work outlined above. The Planning Technical Team Lead will determine technical requirements and the Project Manager will be responsible for schedule and budget.

14. Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R): Upon completion of the project the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire project at no cost to the Government, in a manner compatible with the project's authorized purposes and in accordance with the specific directions prescribed by the Government in the OMRR&R manual and any subsequent amendments. The OMRR&R manual shall be in place after the completion of the project by the Non-Federal Sponsor.

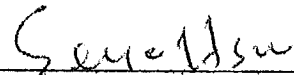
Prepared by:  
Se-Yao Hsu, Ph.D, PE, PMP  
Project Manager

**COLORADO LAGOON ESTUARY HABITAT RESTORATION PROJECT  
CITY OF LONG BEACH, CALIFORNIA  
PROJECT MANAGEMENT PLAN (PMP)**

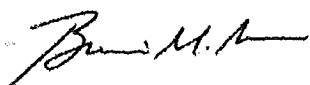
**PRINCIPLE PDT MEMBERS**

Maria P. Cisneros Grants Officer  
Se-Yao Hsu Corps Project Manager  
Kenneth Wong Corps Environmental Coordination/EA/FONSI  
Stanley S. Fujimoto Constructability Review/Construction Management  
Eric Lopez City of Long Beach, Project Manager  
Kimberly Garvey Moffatt and Nichol, Engineers (City's A/E)  
Mona DeLeon LSA Associates (City's Environmental Consultant)


**Presented for Approval by**  
Project Manager:

  
SE-YAO HSU 10/19/11  
Date

**Approved by:**  
Deputy District Engineer  
Project Management

  
BRIAN M. MOORE 10/20/2011  
Date


Chief, Engineering Division

  
RICHARD LEIFIELD 10/19/11  
Date

Chief, Planning Division

  
JOSEPHINE R. AXT 10/19/11  
Date

Chief, Construction-Operation Division

  
JOHN A. KEEVER 10/19/11  
Date

Chief, Resource Management Office

  
JAY C. EDWARDS 10/19/11  
Date

Chief, Contracting Division

  
DANIEL M. CARRASCO 10/19/11  
Date

Chief, Real Estate Division

  
THERESA M. KAPLAN 10.19.11  
Date

Chief, Regulatory Division

  
DAVID J. CASTANON 10/20/11  
Date

**Attachment C**

**Standard Terms and Conditions**

Attachment C  
Estuary Habitat Restoration Program  
Cooperative Agreement  
Standard Conditions

These conditions apply to cooperative agreements issued for projects implemented under the Estuary Restoration Act of 2000, Public Law 106-457, as amended (33 U.S.C. 2901).

**1. AWARD PAYMENTS. ADMINISTRATION AND COST PRINCIPLES.**

A. Payment of funds will be accomplished using Federal procedures for cooperative agreements. Eligible activities are limited to those described in approved cooperative agreement applications and work plans. Administration of the cooperative agreement applications and awards will be in accordance with this Cooperative Agreement; the Department of Defense Grant and Agreement Regulations (DoD 3210.6-R), Part 21, 32 CFR Part 21 (General Matters); and DoD3210.6-R, Part 22, 32 CFR Part 22 (Award and Administration) and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The regulations contained in 32 CFR Part 21, 32 CFR Part 22 and OMB Circular A-133 are incorporated as part of this Cooperative Agreement by reference, as applicable, and shall be effective on the earlier of (i) the award date of this Cooperative Agreement or (ii) the date on which the Recipient incurs costs to be assessed under this Cooperative Agreement.

B. Depending on the Recipient, administration of the cooperative agreement applications and awards will be in accordance with one or more of the following regulations, which are incorporated as part of this Cooperative Agreement by reference, as applicable, and are to be effective on the earlier of (i) the award date of this Cooperative Agreement or (ii) the date on which the Recipient incurs costs to be assessed under this Cooperative Agreement:

- (1) DoD 3210.6-R Part 33, 32 CFR Part 33 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);
- (2) DoD3210.6-R, Part 32, 32 CFR Part 32 (Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) implementing 2 CFR Part 215 (OMB Circular A-110);
- (3) 2 CFR Part 225 (OMB Circular A-87) (Cost Principles for State, Local, and Indian Tribal Governments);
- (4) 2 CFR Part 230 (OMB Circular A-122) (Cost Principles for Non-Profit Organizations), but see NOTE below; or
- (5) 2 CFR Part 220 (OMB Circular A-21) (Cost Principles for Educational Institutions).

C. After a cooperative agreement is approved and funds are awarded, the Recipient, in accordance with 32 CFR Part 33 or 32 CFR Part 32, shall submit a request to the Government for

advancement or reimbursement based on the schedule in the Project Management Plan (PMP) but no more than once monthly. The Government will process the request and transfer funds in accordance with 32 CFR Part 33 (State and Local Governments) or 32 CFR Part 32 (Institutions of Higher Education and Other Non-Profit Organizations) as appropriate. Within thirty (30) days after the end of the period as defined in the PMP, the Recipient shall submit to the Government a status report, including cost summaries, which directly relate allowable costs actually incurred by the Recipient under this Cooperative Agreement during the period for services. Allowable costs shall be determined in accordance with this Cooperative Agreement and the following regulations depending upon the Recipient:

- (1) 33 CFR 33.22, 33 CFR 33.23, and 2 CFR Part 225, for cost principles applicable to State, Local, and Indian Tribal Governments);
- (2) 32 CFR 32.27, 32 CFR 32.28 and 2 CFR Part 230, for cost principles applicable to non-profit organizations, but see NOTE below; or
- (3) 32 CFR 32.27, 32 CFR 32.28 and 2 CFR Part 220 for cost principles applicable to educational institutions.

D. The Government shall reconcile continuing awards and close out completed awards in accordance with 32 CFR Part 33 or 32 CFR Part 32 as appropriate. Auditing of the Recipients program shall be accomplished in accordance with OMB Circular A-133.

NOTE: For those nonprofit organizations specifically exempted from the provisions 2 CFR 230.20(c) and 2 CFR Part 230 Appendix C, the Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts With Commercial Organizations, 48 CFR Subpart 31.2, shall apply.

## **2. RECIPIENT RESPONSIBILITIES AND COST-SHARING**

### **A. Definitions.**

(1) The term "project" shall mean work that is limited to the following activities: (i) the transportation of dredged sediment which has been certified as non-hazardous or has been rendered non-hazardous through treatment in conformance with all Federal and State standards and criteria and has been certified for disposal in the Port of Long Beach Confined Disposal Facility in accordance with terms and restrictions set forth in Corps of Engineers permit SPL-2004-01053-AOA or a similar facility; and (ii) for any other project related activity such as re-contouring side slopes, the removal of non-native plants, and the re-planting of native plants, which is unrelated or does not involve the handling, storage, treatment, transportation or any other actions to address contaminated materials, and described in the Project Management Plan (PMP) dated 18 October 2011 (Attachment B of this Cooperative Agreement). The work to be accomplished is a subset of the work contemplated to be accomplished for the project selected by the Assistant Secretary of the Army (Civil Works) after consideration by the Estuary Habitat Restoration Council ("Selected Project"), which was generally described in the Colorado Lagoon Estuary Restoration Proposal, titled "Colorado Lagoon Estuary Restoration

Project" dated 22 July 2005 (Attachment A of this Cooperative Agreement). The "Selected Project" includes excavating contaminated sediments in the western arm of Colorado Lagoon, mechanical dredging, and treatment of sediments, as well as the activities under the "project."

(2) The term "total project costs" shall mean the sum of all costs incurred by the Recipient and the Government in accordance with the terms of this Cooperative Agreement directly related to planning, design and construction including the required monitoring of the project performed over a five-year period subsequent to completion of the project construction/implementation; the value of in-kind contributions determined by the Government to be an appropriate contribution; and any planning costs incurred by the Government prior to the effective date of this Cooperative Agreement. The term does not include any costs or value for lands, easements, rights-of-way or relocations required for the project, including incidental acquisition costs; any costs that do not meet the allowability test of the applicable cost principles as described paragraph 2.E. below; or any costs for operation, maintenance, repair, rehabilitation, or replacement of the project. The total project cost is estimated to be **\$1,250,000**.

B. Using funds provided under this Cooperative Agreement, which shall not exceed 65% of the total project cost, or **\$647,500 as currently estimated**, as well as its own funds, the Recipient shall complete the project. In accordance with Article 18 of these Standard Conditions, the Government may inspect the project before, during, or after implementation.

C. The Government's share of the cost of the project shall be \$647,500 but not to exceed \$812,500, or 65 percent of total project costs (as defined in paragraph 2.A.(2), above), whichever is less.

D. The Recipient's share of the cost of the project shall be all costs of the project that exceed the Government's share of the cost of the project: plus provision of all lands, easements, and rights of way, including those necessary for relocations, the borrowing of material, and the disposal of dredged or excavated material, and performance of all relocations that the Government determines to be required for the construction, operation, and maintenance of the project.

E. Cost-sharing amounts identified in the agreement documents must meet the allowability test of the appropriate cost principles identified in Paragraph 1 of these Standard Conditions, and governed by 32 CFR Part 33 or 32 CFR Part 32. If, during or at the end of the agreement period, total project costs exceed the amount of the Recipient's original proposal, the Recipient shall be responsible for the entire portion of total project costs not covered by the Federal award amount. If, during or at the end of the agreement period, total project costs of the project is less than the amount of the Recipient's original proposal, the amount of the reduction in cost may be used to reduce the non-Federal share, so long as the Federal share does not exceed 65 percent of total project costs. Excess Government funds shall be returned to the Government. In no event shall the Federal share of the total project cost exceed the lesser of 65 percent of total project costs or **\$812,500**.

### **3. REVISION OF BUDGET/PROGRAM PLANS AND AMENDMENT OF THE COOPERATIVE AGREEMENT**

A. The only method by which this Cooperative Agreement can be amended is by a formal, written amendment signed by the grants officer. No other communications, whether oral or in writing, are valid. However, prior written approval of the grants officer is not required for the following actions in accordance with the regulations identified in Article 1.b. of these Standard Conditions:

- (1) Transferring amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa;
- (2) Incurring pre-award costs ninety (90) calendar days prior to award, but see NOTE below;
- (3) Carrying forward un-obligated balances to subsequent funding periods, if applicable;
- (4) Transferring of funds among direct cost categories, functions and activities for awards except as provided in Paragraph b. below (although no federal appropriation or part thereof may be transferred to be used for purposes other than those consistent with the original intent of the appropriation).

NOTE: Incurring pre-award costs more than 90 calendar days prior to award would still require the prior approval of the Grants Officer. All pre-award costs are incurred at the Recipient's risk. Therefore, the Government is under no obligation to reimburse such costs if for any reason the Recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs. Pre-award costs, as incurred by the Recipient, must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles.

B. Recipients shall request prior approval for all other plan changes in accordance with 32 CFR 33.30 or 32 CFR 32.25, including but not limited to the following approvals required by: 2 CFR Part 225, 2 CFR Part 230 or 2 CFR 220, as appropriate--

- (1) Any change in the scope or objectives of the project;
- (2) Any request for additional funding;
- (3) A change in the program's director, the continuation of the work during a continuous period in excess of three (3) months without the participation of an approved program director, or a change in other key personnel;
- (4) The award of a subcontract or sub-grant to accomplish substantial programmatic work required in this Cooperative Agreement to be performed by the prime Recipient

(exclusive of a subcontract or sub-grant for supplies, material, equipment or general support services);

(5) Any expenditure for general-purpose equipment and specific purpose equipment costing \$5,000 or more, unless such expenditure is identified in the budget incorporated as part of the agreement;

(6) Any change which would cause the estimated entire travel category to exceed 25% of the incorporated budget amount;

(7) Any purchase of real property using funds provided under this Cooperative Agreement in which the Government has not concurred in accordance with Article 17, below.

#### **4. PROCUREMENT STANDARDS**

The Recipient's systems for acquiring goods and services under awards shall comply with 32 CFR Section 33.36 if a State or Local Government, or 32 CFR Section 32.44 if an institution of higher education or other non-profit organization. The Recipient shall, if later requested, make available for the Government's pre-award review, procurement documents such as request for proposals or invitations for bids, independent cost estimations for bids, independent cost estimates, etc.

#### **5. SUBAWARDS/FLOW-DOWN REQUIREMENTS**

Any legal entity that receives an award from a DoD component shall apply the provisions of 32 CFR Part 33 or 32 CFR Part 32, as applicable, to sub-awards with institutions of higher education or other non-profit organizations. Thus, a governmental or non-profit organization, whose prime award from a DoD Component is subject to 32 CFR Part 33 or 32 CFR Part 32, respectively, must apply this part to sub-awards with institutions of higher education or other non-profit organizations. It should be noted that sub-awards are for the performance of substantive work under awards, and are distinct from contracts for procuring goods and services. It should be further noted that non-profit organizations that implement Federal programs for the States are also subject to State requirements.

#### **6. TECHNICAL REPORTING REQUIREMENTS**

Technical performance reports shall be submitted in accordance with 32 CFR 33.40 or 32 CFR 32.50 and 32.51, and the agreement schedule. Performance reports shall generally contain brief information on each of the following:

(1) A summary of actual accomplishments along with a comparison with the goals and objectives established for the period;

(2) Reasons why established goals were not met, if appropriate;



(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;

(4) Identification of work planned during the coming reporting period; and

(5) Changes in key personnel.

## **7. FINANCIAL REPORTING REQUIREMENTS**

A. All financial reporting required by this Cooperative Agreement shall be prepared on a cash basis as required by 32 CFR 33.41 and 32 CFR 33.42 for a State or Local Government, or 32 CFR 32.52 and 32 CFR 32.53 for an institution of higher education or other non-profit organization, and the corresponding CFR Part 225, 2 CFR Part 230, or 2 CFR Part 220 as appropriate, and as detailed below. Recipients shall complete and submit the following reports, which can be downloaded from the Office of Management and Budget list found on [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/).

(1) Outlay report and Request for Reimbursement for Construction Programs (SF 271), shall be submitted as scheduled in the PMP, within fifteen (15) calendar days following the end of each period; and

(2) Financial Status Report (SF 425 and 425 A if required) shall be submitted in lieu of a report for the final period of this project at completion of the agreement.

B. All reports listed above shall be submitted to the office performing administrative duties (see Paragraph 6 of this Cooperative Agreement), with a copy submitted to the Grant Officer's Technical Representative listed in Paragraph 8 of this Cooperative Agreement.

## **8. RECORDS**

Retention and access requirements for records of this Cooperative Agreement shall be as specified in 32 CFR 33.42 for a State or Local Government or 32 CFR 32.53 for an institution of higher education or other non-profit organization.

## **9. TERMINATION AND ENFORCEMENT**

This Cooperative Agreement may be terminated in accordance with 32 CFR 33.43 and 32 CFR 33.44 if the Recipient is a State or Local Government, or 32 CFR 32.61 and 32 CFR 32.62 if the Recipient is an institution of higher education or other non-profit organization. These regulations set forth uniform suspensions, termination and enforcement procedures. All matters relating to termination and enforcement shall conform to these regulations and documents.

## **10. DISPUTE RESOLUTION**

A. This section applies to technical disputes. Financial disputes shall be handled by the Grant Officer Technical Representative in accordance with the process stipulated in 32 CFR Part 22.815.

B. The Project Managers shall be the primary points of contact to coordinate all activities under this Cooperative Agreement, including the resolution of disputes under this Cooperative Agreement. It is the intention of the parties that all disputes shall be resolved at the lowest possible level of authority as expeditiously as possible within the following framework. All time frames for resolving disputes below may be lengthened by mutual consent.

(1) Should the Project Managers be unable to agree, the matter shall be referred in writing as soon as practicable, but in no event to exceed thirty (30) working days after the failure to agree, to the Commander, United States Army Corps of Engineers, Los Angeles District and the City Manager of the City of Long Beach, or their mutually agreed upon representatives designated in writing.

(2) Should the Commander, Los Angeles District and the City Manager of the City of Long Beach, or their mutually agreed upon representatives designated in writing, be unable to agree within 60 working days, the matter shall be elevated to the Grant Officer who will issue a final decision in writing to the Recipient.

(3) The final decision will permit the Recipient to appeal the decision within thirty (30) calendar days after receipt of such notification. Appeals will be resolved at the Headquarters, Department of Army level who may, at their option, resort to non-binding alternative disputes resolution. A decision by an authorized Headquarters, Department of Army official will be final and not subject to further administrative appeal.

(4) If the Recipient refuses to participate in, or does not accept the results of the above procedures, they may bring such formal claims as are authorized by 28 U.S.C. 1491 or other applicable statutes.

## **11. FUNDING INCREMENTS AND/OR OPTIONS**

The Recipient is advised that the Government's obligation to provide funding for funding increments and/or options included in this Cooperative Agreement is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the grantor exists unless or until (i) funds are made available to the grantor and notice of such availability is confirmed in writing to the Recipient, and (ii) performance of the work is deemed satisfactory in the judgment of the Grant Officer's Technical Representative.

## **12. SITE VISITS**

The Government, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the Government on the premises of the Recipient, a sub-Recipient, or contractor, the Recipient shall provide, and shall require its sub-

Recipients and contractors to provide, all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly interfere with or delay the work.

### **13. RECEIPT OF PERMITS AND CONSULTATIONS**

The Recipient shall be responsible for the project's compliance with applicable Federal, state, and local laws, regulations, and policies, including obtaining all required permits. These include but are not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

If requested, verification of permits and regulatory compliance related to this project shall be presented to the Project Manager before project implementation.

### **14. USACE PARTICIPATION**

USACE staff participation will be crucial to ensuring the development and implementation of the most beneficial habitat restoration project possible. USACE staff will provide hands-on assistance on technical issues for the project, monitor the progression of the restoration from planning through monitoring, including site visits, and may participate in public events related to the project. Additional details regarding USACE participation are contained in the Project Management Plan (Attachment B of this Cooperative Agreement).

### **15. ACKNOWLEDGEMENT OF CONTRIBUTORS**

The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding through the USACE Estuary Habitat Restoration Program. These signs also should identify other contributing partners. These contributions also should be acknowledged in all communications with the media and the public, as well as in any reports.

### **16. HOLD AND SAVE**

The Recipient shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Selected Project, except for damages due to the fault or negligence of the Government or its contractors.

## **17. DETERMINATION OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED**

A. The Recipient shall provide the Government with general written descriptions of the lands, easements, and rights-of-way (including the acreage, interest, and duration thereof) that the Recipient deems to be required for the project. Upon review of this material and consultation with the Recipient the Government will document the lands, easements, and rights-of-way (including those required for relocations, the borrowing of material, and the disposal of dredged or excavated material) and the relocations that the Government determines to be required for construction, operation, and maintenance of the project. The Recipient shall acquire such lands, easements, and rights of way and perform or ensure performance of such relocations. The Recipient shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the project and that were provided by the Recipient are retained by the Recipient, or in public ownership, for uses compatible with the authorized purposes of the project.

B. For the purposes of this Cooperative Agreement, the term "relocation" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, highway owned by a public entity, railroad, or public facility when such action is authorized in accordance with applicable principles of just compensation.

C. The Recipient shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the project and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

## **18. COMPLETION OF PROJECT, OPERATION, MAINTENANCE, REPAIR, REHABILITATION, REPLACEMENT (OMRR&R), AND MONITORING**

A. Upon completion of construction and final inspection by the Government, the Recipient shall provide for the long-term operation and maintenance of the project, and shall be responsible for all costs associated with operating, maintaining, replacing, repairing, and rehabilitating the entire project, or a completed portion thereof, at no cost to the Government. The Recipient shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the project's authorized purposes and in accordance with specific directions prescribed by the Government, including in any interim or final OMRR&R Manual and any subsequent amendments thereto. In consultation with the Government the Recipient shall complete an OMRR&R manual and provide it to the Government for review and approval, prior to the completion of construction and final inspection by the Government.

B. The Recipient shall perform, or ensure performance of, monitoring of the entire project, or a completed portion thereof. The Recipient shall conduct the monitoring in accordance with applicable laws and specific directions prescribed in accordance with the

monitoring plan and any subsequent amendments. The Recipient's costs of performing monitoring of the project for a five year period after completion of the project shall be included in total project costs. The Recipient shall perform, at no cost to the Government, any monitoring that the Government determines to be required for the project more than five years after its completion as well as any adaptive management that the Government determines to be required for the project in accordance with the content of the Project Management Plan (Attachment B of this Cooperative Agreement).

C. The Recipient hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Recipient now or hereafter owns or controls for access to the project for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Recipient for any reason is failing to perform its obligations under this Cooperative Agreement, the Government shall send a written notice describing the non-performance to the Recipient.

## **19. HAZARDOUS SUBSTANCES**

A. The Recipient shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Recipient determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, 9675) ("CERCLA"), that may exist in, on, or under lands, easements, and rights-of-way that are determined to be required for construction, operation, and maintenance of the project. Funds provided by the Government shall not be used for any activities addressing contaminated materials and may only be used for activities as described in Cooperative Agreement Item 9, Statement of Work, and Item 11, Award Amount.

B. The Recipient shall assume, as between the Government and the Recipient, any and all liability associated with all handling, treatment, transportation, disposal, and response costs of any kind of any hazardous substances regulated under CERCLA that are located in, on, or under any lands, easements, or rights-of-way that are determined to be required for construction, operation, and maintenance of the Selected Project.

C. The Recipient agrees that, as between the Government and the Recipient, the Recipient shall be considered the owner and operator of the Selected Project, and the generator, arranger, and transporter of all materials excavated from the Selected Project, for purposes of CERCLA liability. To the maximum extent practicable, the Recipient shall operate, maintain, repair, rehabilitate, and replace the project in a manner that will not cause liability to arise under CERCLA. The recipient shall provide and be responsible for obtaining any necessary permits or other authorizations and shall perform or cause to be performed such work.

## **20. OTHER RECIPIENT REQUIREMENTS.**

A. In providing its required cost share, the Recipient shall not use Federal program funds unless the Federal agency providing such funds verifies in writing that expenditure of the funds for such purpose is expressly authorized by Federal law.

B. The Recipient shall not use any funds provided under this Cooperative Agreement for any activity that constitutes mitigation required under any Federal or State law for the adverse effects of an activity regulated or otherwise governed by Federal or State law, or that constitutes restoration for natural resources damages required under any Federal or State law.

C. The Recipient shall not use the project, and lands, easements, and rights-of-way required for the project, or any funds provided under this Cooperative Agreement, as a wetlands bank or mitigation credit for any other project.

D. The Recipient shall not issue the solicitation for the first construction contract for the project or commence construction of the project using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321-7370e) and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

**Attachment D**

**Certifications and Representations**

**Application for Federal Assistance SF-424** Version 02

<p><b>*1. Type of Submission</b></p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p><b>*2. Type of Application</b></p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>	<p><b>*If Revision, select appropriate letter(s):</b></p> <p><b>* Other (Specify)</b></p>
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<b>*3. Date Received:</b>	<b>4. Application Identifier:</b>
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<b>5a. Federal Entity Identifier:</b>	<b>*5b. Federal Award Identifier:</b>
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**State Use Only:**

<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
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**8. APPLICANT INFORMATION:**

**\* a. Legal Name: City of Long Beach**

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 95-6000733	<b>*c. Organizational DUNS:</b> 075295832
--	--

**d. Address:**

**\*Street1:** 333 W. Ocean Blvd  
**Street 2:** 9th Floor, c/o Eric Lopez  
**\*City:** Long Beach  
**County:** Los Angeles  
**\*State:** CA  
 Province:  
**Country:** USA **\*Zip/ Postal Code:** 90802

**e. Organizational Unit:**

<b>Department Name:</b> Public Works	<b>Division Name:</b> Engineering
---	--------------------------------------

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:** Mr. **First Name:** Eric  
**Middle Name:** Octavio  
**\*Last Name:** Lopez  
**Suffix:**

**Title:** Tidelands Capital Projects Program Manager

**Organizational Affiliation:**  
Employee.

<b>*Telephone Number:</b> 562-570-5690	<b>Fax Number:</b>
--	--------------------

**\*Email:** Eric.Lopez@longbeach.gov



**Application for Federal Assistance SF-424**

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\*Other (specify):

\*10. Name of Federal Agency:

**U.S. Army Corps of Engineers**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

**Estuary Habitat Restoration Act**

\*12. Funding Opportunity Number:

\*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

**City of Long Beach, Los Angeles County, State of California.**

\*15. Descriptive Title of Applicant's Project:

**Colorado Lagoon Estuary Restoration Project.**

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of:

\*a. Applicant **CA-037**

\*b. Program/Project: **CA-046**

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: **Restore and enhance Colorado Lagoon by removing contaminated sediment.**

\*a. Start Date: **11/7/2011**

\*b. End Date: **6/30/2012**

**18. Estimated Funding (\$):**

*a. Federal	\$1,700,000.00	*d. Local	\$1,100,000.00
*b. Applicant		*e. Other	
*c. State	\$1,800,000.00	*f. Program Income	
*d. Local		*g. TOTAL	\$4,600,000.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

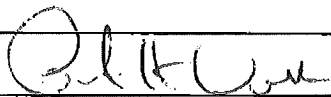
Prefix: Mr. \*First Name: Patrick

Middle Name: H.

\*Last Name: West

Suffix:

\*Title: City Manager



\*Telephone Number: 562-570-6916


Fax Number:

\*Email: Patrick.West@longbeach.gov

\*Signature of Authorized Representative:

Date Signed: 10-20-11

APPROVED AS TO FORM

10-19, 20-11  
 ROBERT E. SPANNON, City Attorney  
 By   
 RICHARD ANTHONY  
 DEPUTY CITY ATTORNEY

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	<b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award      B. Decrease Award</li> <li>C. Increase Duration    D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>	12.	<b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.		
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</li> </ul>	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
		18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	<p>assistance activity, if applicable.</p> <p><b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>	<p>State Intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
		<p>20. <b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
<p>9.</p>	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0"> <tr> <td data-bbox="214 478 532 919"> <p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p> </td> <td data-bbox="539 478 857 961"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p>	<p>21. <b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p>			

**BUDGET INFORMATION - Construction Programs**

*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 100,000 .00	\$ .00	\$ 100,000 .00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0 .00	\$ .00	\$ 0 .00
3. Relocation expenses and payments	\$ 0 .00	\$ .00	\$ 0 .00
4. Architectural and engineering fees	\$ 100,000 .00	\$ .00	\$ 100,000 .00
5. Other architectural and engineering fees	\$ 0 .00	\$ .00	\$ 0 .00
6. Project inspection fees	\$ 543,548 .00	\$ .00	\$ 543,548 .00
7. Site work	\$ 0 .00	\$ .00	\$ 0 .00
8. Demolition and removal	\$ 0 .00	\$ .00	\$ 0 .00
9. Construction	\$ 3,623,650 .00	\$ .00	\$ 3,623,650 .00
10. Equipment	\$ 0 .00	\$ .00	\$ 0 .00
11. Miscellaneous	\$ 0 .00	\$ .00	\$ 0 .00
12. SUBTOTAL (sum of lines 1-11)	\$ 4,367,198 .00	\$ 0.00	\$ 4,367,198 .00
13. Contingencies	\$ 232,802 .00	\$ 0.00	\$ 232,802 .00
14. SUBTOTAL	\$ 4,600,000 .00	\$ 0.00	\$ 4,600,000 .00
15. Project (program) income	\$ 0 .00	\$ 0.00	\$ 0 .00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 4,600,000 .00	\$ 0.00	\$ 4,600,000 .00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>21.74</u> %		\$ 1,000,000.00

## INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

*Column a.* - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

*Column b.* - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

*Column.* - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009  
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**


**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

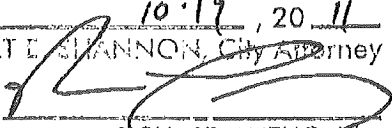


11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	* TITLE City Manager
* APPLICANT ORGANIZATION City of Long Beach	* DATE SUBMITTED 10 20 11 Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

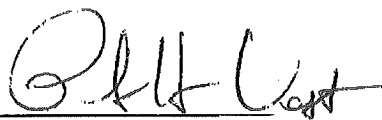
APPROVED AS TO FORM


10/19, 2011  
 ROBERT E. SHANNON, City Attorney  
  
 RICHARD ANTHONY  
 CITY ATTORNEY

CERTIFICATE OF AUTHORITY

I, Patrick H. West, do hereby certify that I am the principal legal officer of the **City of Long Beach**, that the **City of Long Beach** is a legally constituted public body with full authority and legal capability to perform the terms of the Cooperative Agreement between the Department of the Army and the **City of Long Beach** in connection with the **Colorado Lagoon Estuary Restoration Project**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the **City of Long Beach** have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 10 day of October 2011.

  
\_\_\_\_\_  
Patrick H. West  
City Manager

APPROVED AS TO FORM  
10-19, 2011  
\_\_\_\_\_  
ROBERT E. MANNON, City Attorney  
  
\_\_\_\_\_  
RICHARD ANTHONY  
CITY CLERK

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS FOR COOPERATIVE AGREEMENTS**

Applicants should refer to the regulations cited below to determine the certification which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under: 32 CFR Part 28, "New Restrictions on Lobbying"; 2 CFR Part 180, "OMB Guidelines on to Agencies on Government-wide Debarment and Suspension (Non-Procurement)", as implemented by the Department of Defense in 2 CFR part 1125; and 32 CFR Part 26, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)". The certifications will be treated as a material representation of fact upon which reliance will be placed when determining award of the cooperative agreement.

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The applicant certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The applicant shall communicate the requirements to comply with Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR part 1125, to persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

### **3. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS)**

As required by the Subpart B of 32 CFR Part 26, which implements Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701, *et seq.*)--

(1) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against the employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The applicant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will:

(i) Abide by the terms of the statement; and

(II) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose cooperative agreement activity the convicted employee was working, unless the Federal agency has designated a central point for receipt of such notices. Notice shall include the identification number(s) of the each affected cooperative agreement;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement.

Place of performance:  
(Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Patrick H. West

Printed Name and Title of Authorized Representative

Name: Patrick H. West

Title: City Manager

Signature:  Date: 10-20-11

APPROVED AS TO FORM

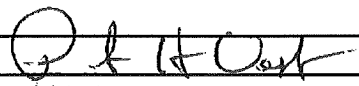
10-19, 20 11  
ROBERT E. MANNON, City Attorney

By   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

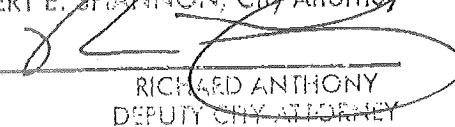
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> City of Long Beach 333 W. Ocean Blvd, 13th Fl Long Beach, CA 90802		
<b>6. Federal Department/Agency:</b> U.S. Army Corps of Engineers			<b>7. Federal Program Name/Description:</b> Estuary Habitat Restoration Act Program CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ 1,000,000		
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b> Van Scoyoc Associates 101 Constitution Avenue, NW Suite 600 West Washington, DC 20001			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> Thane Young		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Patrick H. West Title: City Manager Telephone No.: 562-570-6916      Date: 10-20-11		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

APPROVED AS TO FORM

10-20, 2011  
 ROBERT E. STAMINON, City Attorney  
 By   
 RICHARD ANTHONY  
 DEPUTY CITY ATTORNEY

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment E**

**Approved Monitoring Plan**



**Colorado Lagoon Monitoring Plan  
Estuary Habitat Restoration Project  
Western Arm Dredging, Recontouring and Revegetation of Intertidal Area**

Our proposed monitoring program will document structural and functional properties of the western arm of Colorado Lagoon pre- and post-restoration (contamination dredging, resloping, revegetation). The purpose of this plan is to 1) guide implementation of restoration strategies and allow for adaptive management if necessary and 2) to provide quantitative measures of project success. Data on the hydrology and biology collected pre-restoration will be comparable to data collected post-restoration, and both will be compared to a mature reference site located in the nearby Los Cerritos Wetlands. The proposed monitoring program will continue for 5 years after the western arm dredging and intertidal revegetation is completed. Monitoring data will be analyzed and reported annually, allowing for monitoring program activities to be adapted as needed with the changing marsh conditions.

Existing maintenance and monitoring criteria, written as conditions of permit approval, ensure that the site will attain sufficient native versus non-native plant cover. Our goal will be to achieve a <10% non-native cover of the intertidal revegetated areas by the end of the 3<sup>rd</sup> year after construction and improve on this percentage by the end of the monitoring period of 5 years.

Fixed transects of sufficient replication (at least 3 per upland habitat type) will be established in the two upland plant communities of the western arm (coastal strand, coastal sage scrub). These transects will run perpendicular to the tideline from the marine edge of the upland habitat to the subtidal region at the chosen locations. Hydrologic, vegetation, and invertebrate will be conducted in these transect locations.

**Hydrological Monitoring**

In order to document changes in types and amounts of habitat (subtidal versus intertidal), we will measure tidal range as vertical distance and angle from fixed points along the transects using meter tapes and survey levels (when available). In addition, we will supplement this tidal monitoring using self-contained logging tide gauges (owned by CSULB) to conduct continuous 30-day deployments on a bi-annual basis. Other methods exist to determine the tidal range which may be utilized since the tide gauges may not always be available.

**Biological Monitoring**

Biological monitoring parameters to be conducted in this monitoring program include, fish, invertebrate, vegetation, and avian community surveys.

- Beach seines at the subtidal end of each transect will be done quarterly after the first year of construction, and every two years thereafter, to collect fish survey data (e.g. abundance, length frequency). The replicate beach seines will be summed for each habitat area.
- Sampling for benthic infaunal invertebrates will be conducted after the first year of construction, and every two years thereafter, using replicate sediment cores taken at random along each transect using a 15-cm diameter by 10-cm deep hand core. These cores will be preserved in formalin and then sieved using a 1.0 mm sieve. All invertebrates will be identified to lowest possible taxonomic level.
- Vegetation surveys will be conducted using transect surveys quarterly for the first year, and every two years thereafter, for the subsequent four years. During each survey ½ meter squared transects will be randomly placed along each transect in order to determine

native versus non-native plant species richness, percent cover, canopy height and biodiversity with the re-vegetated intertidal regions.

- Avian species foraging surveys will be done within the restoration project area whenever possible, but at least once after 1 year of construction and every 2 years thereafter. Bird species richness, abundance, habitat use, and prey item (if possible) will be noted whenever birds are observed feeding within the project area.

Table 1: Structural and functional parameters that will be measured in the western arm of Colorado Lagoon

<b>Parameter</b>	<b>Structural parameters</b>	<b>Functional parameters</b>
Hydrology	tidal range monitoring	n/a
Fish Community	abundance, diversity, length frequency	habitat provision
Invertebrate Community	abundance, diversity	food web structure (available for fish and birds)
Plant Community	percent cover, diversity, height	recruitment, litter quantity (decomposition)
Avian Community	Species richness, abundance	Habitat use, prey items

All data taken will be recorded by hand on datasheets and then entered electronically. The first report will be prepared within 6 months after completing 1 full year of monitoring, and subsequent reports will be prepared every 2 years (and completed no later than 6 months after the monitoring year ends) thereafter until the 5-year mark is reached.

This plan was written with the assistance of the Friends of Colorado Lagoon, Eric Zahn and Taylor Parker with Tidal Influence, and Dr. Christine Whitcraft with the Microbiology Program at California State University, Long Beach.

**Attachment F**

**Operation and Maintenance Manual  
Upon Approval After Construction**


**Attachment G**

**Documentation of Required Real Estate**

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, Patrick H. West, City Manager for the City of Long Beach, do hereby certify that the City of Long Beach has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands, to support construction of the Colorado Lagoon Estuary Restoration Project. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon 5119 E. Colorado Street, Assessors Parcel Numbers 7250021900, 7246011902, 7246011901, and 7246011900 to construct the Colorado Lagoon Estuary Restoration Project as set forth in the plans and specifications held in the U.S. Army Corps of Engineers' Los Angeles District Office, Los Angeles, California.

WITNESS my signature as City Manager for the City of Long Beach This 10 day of October, 2011.

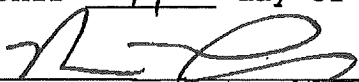
BY:   
Patrick H. West  
City Manager

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Richard F. Anthony, Deputy City Attorney for the City of Long Beach, certify that the City of Long Beach has authority to grant the above Authorization for Entry; that said Authorization

for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as City Attorney for the City of Long Beach, this 19 day of October, 2011.

BY:   
NAME: Richard F. Anthony  
TITLE: Deputy City Attorney