MEETING OF THE WATER RESOURCES COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BOULEVARD, LAKEWOOD, CALIFORNIA 90712
8:30 A.M., THURSDAY, JANUARY 8, 2015

AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE
MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY
MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS "FOR INFORMATION" MAY ALSO BE THE SUBJECT
OF ANY "ACTION" TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM
2. PUBLIC COMMENT
3. GROUNDWATER BASIN UPDATE
   Staff Recommendation: For information.
4. GROUNDWATER BASINS MASTER PLAN UPDATE
   Staff Recommendation: For information.
5. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) UPDATE
   Staff Recommendation: For information.
6. CONSIDERATION OF RESOLUTION NO. 15-1001 ORDERING THE
PREPARATION OF THE ANNUAL ENGINEERING AND SURVEY REPORT
(ESR) PURSUANT TO WATER CODE §60300
   Staff Recommendation: Adopt Resolution No. 15-1001 ordering the preparation of
   the 2015 Engineering Survey and Report per the requirements of the Water Code
   §60300.
7. NO COST TIME EXTENSION WITH RUTH VILLALOBOS & ASSOCIATES
   Staff Recommendation: Approve a no-cost time extension contract amendment with
   Ruth Villalobos & Associates, extending the terms to June 30, 2015, subject to
   approval of form by District Counsel.
8. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO
   STAFF
9. ADJOURNMENT
   The Water Resources Committee will adjourn to its next regular meeting currently
   scheduled for Thursday, February 12, 2015 at 8:30 a.m.

Agenda posted by Deputy Secretary Abbie Androm on January 2, 2015.
In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact Chief Financial Officer Scott Ota at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District's website, www.wrd.org.

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the Chief Financial Officer before the District's final action on a matter will become a part of the administrative record.
DATE: JANUARY 8, 2015
TO: WATER RESOURCES COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER BASIN UPDATE

SUMMARY
Staff monitors groundwater conditions in its service area throughout the year. A summary of the latest information is presented below.

Precipitation
The WRD precipitation index reports that as of December 24, 2014, there has been 5.16 inches of rainfall since the start of the Water Year on October 1, 2014. Normal for this time of year is 3.25 inches, so the District is 59% above normal. Despite the recent rain, the State continues to be under severe to exceptional drought conditions as reported by the U.S. Drought Monitor (as of December 23, 2014).

Groundwater Levels
Groundwater levels in key monitoring wells are shown in the hydrographs below. Central Basin Key Well 1601T is between the two spreading grounds and rises rapidly with rainfall and replenishment but falls sharply during dry spells and lack of replenishment. Groundwater levels in the well rose 2.3 feet in December. West Coast Basin Key Well Carson #1 is in the confined aquifers and does not respond readily to rainfall but instead to changes in pumping patterns and barrier recharge. Water levels rose 0.2 foot this past month.
Montebello Forebay Spreading Grounds (November 2014)
The following Chart shows the preliminary spreading grounds replenishment water to date:

Preliminary numbers for the first two months of the water year show 9,674 acre-feet of recycled water was recharged, which is above the target amount of 9,167 acre-feet. Because of the lack of stormwater and imported water in October and November, aggressive recharge of recycled water continues while keeping within regulatory limits. Currently, the 10-year running average of recycled water contribution in the Montebello Forebay is 32% and the regulatory maximum is 45%.

Discussions appear favorable for partial delivery of WRD's February 2014 order for 60,000 acre-feet of imported replenishment to take place in 2015. The rain events of late November and early December have provided some stormwater replenishment; however, the tabulations of acre-feet will not be available from DPW until January. In November, 214 AF of stormwater was captured and spread by DPW.
Seawater Barrier Well Injection and Replenishment (November 2014): The following Chart shows the barrier water injection to date.

Preliminary numbers for the first two months of the water year show that the West Coast Barrier used 545 acre-feet of imported water and 2,778 acre-feet of recycled water, or 84% recycled water. The Dominguez Gap Barrier used 733 acre-feet of imported water and 887 acre-feet of recycled water, or 55% recycled water. The Alamitos Barrier on the WRD side used 716 acre-feet of imported water and only 227 acre-feet of recycled water as the construction of the expanded Leo J. Vander Lans recycled water plant continued in the month and was only able to deliver intermittent recycled water. The plant became fully operational in December and is undergoing final “shakedown” activities which are expected to be completed in January.

In-Lieu Replenishment Water
No In-Lieu replenishment water has been delivered to date in the current water year.
Pumping (October 2014)
Preliminary numbers for groundwater production in the District during the first month of the water year ending September 30, 2015 indicate that 20,525 acre-feet were pumped compared to 19,494 acre-feet the year previous, or an increase of 1,031 acre-feet (5.3%). In the Central Basin, pumping was 1,611 acre-feet higher than the previous year during the same time period (10.3%) and the West Coast Basin was down 580 acre-feet from the previous year (-14.9%).
The Chart below shows the current year pumping versus last year’s pumping.

**FISCAL IMPACT**
For information.

**STAFF RECOMMENDATION**
For information.
DATE: JANUARY 8, 2015
TO: WATER RESOURCES COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER BASINS MASTER PLAN UPDATE

SUMMARY
District staff and its consultants are continuing work on the development of a Groundwater Basins Master Plan (Plan) for the West Coast Basin and Central Basin, and the development of a Programmatic Environmental Impact Report (PEIR) for this Plan.

The focus over the previous month was a final review of the draft PEIR project description and its integration with other ongoing District efforts. District staff will provide the Committee with an update on the development of the PEIR and a project schedule for its completion.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For information.
MEMORANDUM

ITEM NO. 5

DATE: JANUARY 8, 2015

TO: WATER RESOURCES COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) UPDATE

SUMMARY
GRIP is an ongoing program to develop alternative replenishment water sources for the Montebello Forebay. GRIP includes various program elements (projects) including two new turnout structures and an advanced water treatment facility (AWTF). District staff is continuing work on procuring a site for the proposed Advanced Water Treatment Facility in addition to work being done on amending the environmental documents and preparation of the 15% basis of design report. Staff will provide an update of recent activities and progress as it relates to GRIP project elements.

FISCAL IMPACT
None at this time.

STAFF RECOMMENDATION
For information.
DATE: JANUARY 8, 2015

TO: WATER RESOURCES COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 15-1001 - ORDERING THE PREPARATION OF THE ANNUAL ENGINEERING SURVEY AND REPORT (ESR) PURSUANT TO WATER CODE §60300

SUMMARY
Each year the District adopts a Resolution ordering the preparation of the annual Engineering Survey and Report (ESR) which states the items to be included in the report pursuant to Water Code § 60300. This report will determine, among other things, the replenishment water needs and water costs in the District for the ensuing water year 2015-16. This information, combined with the budget forecasts from the Finance Committee, provides the Board of Directors with the necessary information to determine the Replenishment Assessment (RA) required for the ensuing fiscal year 2015-16, which will begin on July 1, 2015.

The draft Resolution is attached for the Committee's review.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
Adopt Resolution No. 15-1001 ordering the preparation of the 2015 Engineering Survey and Report per the requirements of the Water Code §60300.
RESOLUTION NO. 15-1001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ORDERING AN ENGINEERING SURVEY AND REPORT REGARDING THE GROUNDWATER SUPPLIES OF THE DISTRICT PURSUANT TO WATER CODE §60300

WHEREAS, Section 60300 of the California Water Code requires the Board of Directors of a Water Replenishment District to order an engineering survey and report to be made regarding the groundwater supplies of the District as a prerequisite to the establishment of an annual water replenishment assessment;

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Board of Directors ("Board") of the Water Replenishment District of Southern California ("District") orders that an engineering survey and report be prepared by Staff regarding the groundwater supplies of the District.

2. The engineering survey and report shall include, in addition to such other information as may be deemed relevant by Staff, the following:

   a. Records, data, and other information for the consideration of the Board in its determination of the annual overdraft;

   b. Records, data, and other information for the consideration of the Board in its determination of the accumulated overdraft as of the last day of the preceding water year;

   c. A report, with supporting data, as to the total production of groundwater from the groundwater supplies within the District during the preceding water year;

   d. A report, with supporting data, as to the changes during the preceding water year in the pressure levels or piezometric heights of the groundwater contained within pressure-level areas of the District, and as to the effects thereof upon the groundwater supplies within the District;

   e. An estimate of the annual overdraft for the current water year and for the ensuing water year;

   f. An estimate of the accumulated overdraft as of the last day of the current water year;

   g. An estimate of the total production of groundwater from the groundwater supplies within the District for the current water year and for the ensuing water year;

1/15/15
h. An estimate of the changes during the current water year in the pressure levels or piezometric heights of the groundwater contained within pressure-level areas of the District, and of the effects thereof upon the groundwater supplies within the District;

i. An estimate of the quantity, source, and cost of water available for replenishment of the groundwater supplies during the ensuing water year under the provisions of Section 60315 of the California Water code;

j. A statement of any recommended actions to be undertaken by the District for the purpose of protecting and preserving the groundwater supplies within the District for beneficial uses under Section 60224 of the California Water Code and the estimated costs of each recommended action, including but not limited to engineering and legal fees, expenses, and District overhead.

3. Staff shall deliver the report as requested herein on or before the second Tuesday in March 2015 or as otherwise specified under Section 60043 of the California Water Code.

PASSED, APPROVED AND ADOPTED this 15th day of January 2015.

______________________________
President, Board of Directors

ATTEST:

______________________________
Secretary, Board of Directors

Approved as to form:

______________________________
H. Francisco Leal, Interim District Counsel

1/15/15
DATE: JANUARY 8, 2015

TO: WATER RESOURCES COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: NO-COST TIME EXTENSION WITH RUTH VILLALOBOS & ASSOCIATES

SUMMARY
On August 21, 2014, the WRD Board of Directors approved a contract with Ruth Villalobos & Associates to complete an updated Deviation Request Package (DRP) to allow for a three-year temporary deviation at the Whittier Narrows Dam. The temporary deviation will raise the maximum conservation pool elevation from 201.6' to 205' and allow for an estimated additional 1,100 acre-feet per year of storm water conservation.

The DRP requires an Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) and appropriate California Environmental Quality Act (CEQA)-compliant documentation in conjunction with the Deviation Study. The EA and CEQA documentation tasks require information coordination with U.S. Army Corps of Engineers (USACE). However, the USACE has taken more time than expected to respond to information requests submitted. As a result, the completion of the DRP was delayed.

The current contract with Ruth Villalobos & Associates expired on December 31, 2014, but there are remaining funds to complete the DRP. Therefore, WRD staff is recommending to extend the termination date of the contract to June 30, 2015 with no additional increase of funds.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
Approve a no-cost time extension contract amendment with Ruth Villalobos & Associates, extending the terms to June 30, 2015, subject to approval of form by District Counsel.
AMENDMENT NO. 1 TO AGREEMENT NO. 789
FOR PROFESSIONAL SERVICES
WITH
RUTH VILLALOBOS & ASSOCIATES

This First Amendment to the Agreement for Professional Services No. 789 ("Agreement") effective as of January 15, 2015 ("Effective Date"), is entered into by and between the Water Replenishment District of Southern California (hereinafter "WRD"), a public entity, and Ruth Villalobos & Associates (hereinafter "Consultant").

I. RECITALS

A. WHEREAS, WRD and the Consultant entered into Agreement No. 789 for Professional Services; and

B. WHEREAS, WRD and the Consultant now desire with this First Amendment to extend the term of the Agreement to June 30, 2015.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Contract No. 789, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. **Term of Agreement**: The term of the Agreement shall be extended to June 30, 2015 (the "Expiration Date").

2. **Remaining Portions of the Agreement**: Except as otherwise expressly set forth in this Amendment, all other provisions of the Agreement remain in full force and effect between WRD and the Consultant.

(Signatures on Following Page)
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed as of the Effective Date.

Ruth Villalobos & Associates ("CONSULTANT")

____________________
Signature

____________________
Print Name

____________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

____________________
Signature
Sergio Calderon
Print Name
President, Board of Directors
Title

____________________
Signature
Willard H. Murray, JR.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
This Professional Services Agreement (the "Agreement") is made and entered into this 21 day of August, 2014, by and between the Water Replenishment District of Southern California ("District") and Ruth Villalobos & Associates, ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

Recitals

WHEREAS, the State of California is experiencing record dry conditions, with 2014 projected to become the driest on record; and

WHEREAS, drought conditions have persisted for the last three years and the duration of this drought is unknown; and

WHEREAS, the state's water supplies have dipped to alarming levels; snow pack levels are at 16 percent of the normal average; major river systems have significantly reduced surface water flows; and groundwater levels throughout the state have dropped significantly; and

WHEREAS, on January 17, 2014, Governor Brown declared a Drought State of Emergency, directing state agencies to use less water, initiate a greatly expanded water conservation, and implement actions to facilitate drought response; and

WHEREAS, on April 25, 2014, Governor Brown issued an Executive Order to Redouble State Drought Actions and called all Californians to redouble their efforts to conserve water; and

WHEREAS, the Whittier Narrows Dam provides flood control and water conservation for Los Angeles County, and has provided a reliable means of capturing local storm water flows which are later released and conserved in the Rio Hondo and San Gabriel River spreading grounds for groundwater replenishment purposes; and

WHEREAS, to provide additional storage space for the capture of storm water, the District and the Los Angeles County Flood Control District ("LACFCD") wish to increase the elevation of the Whittier Narrows Conservation Pool from 201.6 feet to 205 feet, resulting in an
increase of approximately 1,100 acre feet of water for recharge into the groundwater basin annually, thereby reducing the need to rely on imported water; and

WHEREAS, in order to temporarily operate the Whittier Narrows Conservation Pool at the 205 foot elevation for the 2014-2015 storm season, a deviation request package must be completed and approved by the United States Army Corps of Engineers ("USACE"); and

WHEREAS, increasing the elevation of the Whittier Narrows Conservation Pool prior to the 2014-2015 storm season would implement an immediate and reliable conservation vehicle that is necessary to provide drought relief to the Los Angeles region, and alleviate the long-term impact on the region’s groundwater supply that has been induced by ongoing drought; and

WHEREAS, to be effective in obtaining expedited approval from the USACE for a deviation request package, it is critical that the chosen contractor have a strong familiarity with the existing deviation request package, USACE’s approval process and understand how to prepare the required documentation in a manner that addresses USACE’s concerns; and

WHEREAS, Consultant was involved in the drafting of the deviation request package that this Agreement seeks to amend; and

WHEREAS, Ruth Villalobos, President for Consultant, is nationally recognized as a leader in planning and environmental issues and worked with the USACE for 34 years, serving as Chief of the Planning Division for the Los Angeles District, and her experience and expertise was central to the District’s decision to award this contract for the deviation request package services to Consultant; and

WHEREAS, on August 21, 2014, the District’s Board of Directors hereby finds and determines that Consultant possesses unique experience, personnel and expertise required to revise the existing deviation request package, due to involvement in the original, and that Consultant is uniquely situated to be able to execute the scope of services in the expedited fashion required by the drought emergency, and meet the associated deadlines necessitated by the recitals above; and

WHEREAS, the District finds and determines that given the expedited timeline required and the Consultants preparation of the initial deviation request package, these facts place Consultant and District in a situation where the solicitation of competitive bids would be incongruous or would not result in any advantage to the District.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the District, and Consultant, it is hereby agreed by the Parties as follows:

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.
1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on August 21, 2014 and shall end on December 31, 2014 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 **Consultant’s Obligations Upon Termination.** Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. **Consultant’s Compensation.** District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 **Fee.** Consultant shall be paid in accordance with the Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 **Reimbursable Expenses.** Consultant shall be reimbursed for the following expenses. Provided, Consultant shall obtain the District’s prior written approval
before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District's Administrative Code applicable to reimbursement of such expenses when incurred by District employees. A copy of said provisions are attached to this Agreement as Exhibit C.

3.2.2 Miscellaneous Expenses. Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. Ownership and Use of Documents. All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and
agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the property of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s
compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, General Manager.

10. **Subconsultant Services.** Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District's prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant's use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. **Compliance With Laws and Regulations: Licensing.** Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.
12.1 Required Policies.

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 Required Terms.

12.2.1 All polices except workers’ compensation and professional liability, shall name as additional insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons,
including death) incurred by District ("Losses"), as a result of Consultant's breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorney’s fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontracts relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

**Water Replenishment District of Southern California**
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Ruth Villalobos
Ruth Villalobos & Associates
11829 Mt. Gunnison Ct.
Alta Loma, CA 91737
Phone: (909) 685-5942
Fax:

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration: Construction.** This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Sergio Calderon  
President, Board of Directors

Willard H. Murray, JR.  
Secretary, Board of Directors

Ruth Villalobos & Associates ("CONTRACTOR")

Ruth Villalobos  
President

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal  
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

RVA and Associates will provide the following services to prepare and complete the deviation request package for the proposed increased elevation of the Whittier Narrows Dam and Reservoir. The deviation request package shall consist of the deviation study, documentation, and recommendations as required by the USACE, to allow temporary operation of the Whittier Narrows Conservation Pool at 205’ while a permanent change to the operating plan is sought.

TASK 1: BACKGROUNDB RESEARCH

1.1 Consultant’s Project Team. The project team for the deviation request package shall include the following: RVA, Inc. (Ruth Villalobos & Associates), RBF Consulting, Jericho Systems, and BCR Consulting.

1.2 Kick-off Meeting. RVA will conduct a kick-off meeting with USACE, LACFCD, and District staff to establish project criteria and constraints, and to develop a project description, purpose and need, and description of alternatives for purposes of meeting with the federal lead and cooperating agencies pursuant to National Environmental Protection Act Regulations 1501.6 and 1501.7.

1.3 Literature Review. RVA will perform a literature review of existing environmental and regulatory documentation, provided by the District and/or other regulatory agencies. Relevant information will be gathered and utilized during field investigations, preparation of the regulatory applications, and discussions with regulatory staff.

1.4 Field Reconnaissance. RVA will participate in field reconnaissance visits, during which RVA will review existing land use and environmental conditions, and take site photos to record on-site and surrounding uses. RVA will document all findings and report back to the project team with any new relevant information obtained during the site visits. RVA will document concerns raised during the field reconnaissance, and incorporate those concerns into the analyses where applicable.

TASK 2: DEVIATION STUDY

2.1 Deviation Study. RVA will prepare a written deviation study in accordance with the Corps of Engineers South Pacific Division Rule 1110-2-8 (Guidance on the Preparation of Deviations from Approved Water Control Plans).

a. The deviation study will include the following elements:

i. Copy of sponsor’s letter requesting a deviation;
ii. A description of the deviation;
iii. The effects of the deviation on the operational objectives or project purposes;
iv. A description of the potential flood threat over the period of the deviation;
v. The current and predicted maximum reservoir storage and elevation;
vi. Documentation that the proposed deviation is in compliance with all pertinent environmental laws;
vii. The effect on other agencies and individual interest;
viii. The coordination that has taken place with other agencies;
ix. Alternative measures that could be taken;
x. Recommendation/rational on whether a permanent change to the Water Control Plan for this situation is warranted;
xi. A District legal opinion;
xii. Any recommended fees or reimbursements to the Federal Government;
xiii. Any other information that may be pertinent to the deviation request;
xiv. The District Commander’s recommendation; and
xv. Quality Control Certification.

b. Screencheck Draft Deviation Study. RVA will submit one electronic copy plus five (5) printed versions of the Screencheck Draft Deviation Study for review by the District, LACFCD and USACE. RVA will meet with the District, LACFCD and USACE to discuss revisions to the Screencheck Draft Deviation Study.

c. Draft Deviation Study. RVA will prepare a Draft Deviation Study that addresses comments provided by staff during the screencheck review process. An electronic copy in PDF format, and a photo-ready copy of the final document, including technical appendices, will be provided for the Draft Deviation Study with the Environmental Assessment. RVA will prepare noticing information packages, including the Draft Deviation Study with the Environmental Assessment in electronic format, and distribute to agencies requested by the District, LACFCD and USACE.

d. Final Deviation Study. RVA will respond to comments received during the 30-day public review of the Draft Deviation Study with the Environmental Assessment. If necessary, this task includes one meeting with the District, LACFCD and USACE staff to discuss any areas of concern that arise from the review period. RVA will prepare a Final Deviation Study with the Environmental Assessment that consists of the revised text, as necessary, and the responses to comments received by the public or cooperating agencies. RVA will submit five hard copies and one electronic copy of the Final Deviation Study with the Environmental Assessment.

e. Hydrology and Hydraulics Report. RBF will un-archive the Reservoir Routing (HEC-5) models from the 2009 work. We will review them for completeness and any changes that maybe required due to the length of time since the models were run. The original study identified several alternatives including year around storage & seasonal storage up to an elevation of 205. RBF will modify models as required per the 2014 deviation request. RBF will update excel files, graphics and report for inclusion into a finalized deviation study. This task also includes 2 project meetings.
RBF will prepare a section for the deviation report that discusses the Water Supply Assessment for the project. Since the project is a benefit to water supply and does not meet the requirements of SB 610 or SB 221 for a project, the section will focus on the benefits of additional water conservation on water supply. RBF will utilize the existing Urban Water Management Plan to prepare the write up.

TASK 3: ENVIRONMENTAL ASSESSMENT/FONSI AND CEQA DOCUMENTATION

RVA will prepare an Environmental Assessment ("EA") / Finding of No Significant Impact (FONSI) and appropriate California Environmental Quality Act ("CEQA")-compliant documentation in conjunction with development of the Deviation Study and in conformance with the Council on Environmental Quality ("CEQ") regulations (40 CFR 1506 and CESPD R 1110-2-8.) The EA will review potential impacts relative to the federal Endangered Species Act ("ESA"), Clean Water Act ("CWA"), National Historic Preservation Act, and Clean Air Act. In addition, an Environmental Justice analysis and determination will be included. The EA and CEQA Documentation Task will include the following subtasks:

a. Agency Consultation. RVA will make early contact and set up ongoing coordination with the Lead Agency representatives to assist in the initial determination of the scope of the National Environmental Protection Act ("NEPA") document and which Cooperating Agencies may be appropriate. RVA will coordinate with Cooperating Agencies to obtain input on potential impacts resulting from the proposed deviation. As part of this task, the RVA will conduct informal consultations with the United State Fish and Wildlife Service ("USFWS") for potential impacts on natural resources of national significances; the South Coast Air Quality Management District ("SCAQMD") for potential impacts related to the Clean Air Act; and the USACE for potential impacts of waters and wetlands of the US. RVA will also conduct informal consultations with the Regional Water Quality Control Board, California Department of Fish and Game, and the Los Angeles County Flood Control District. This task also includes meetings with the USACE for technical guidance and approvals.

b. Technical Study Preparation.

Biological Resources Technical Memorandum
An update to the biological resources for the area is required for studies that are 6 months or older. An updated Habitat Assessment will be conducted and depicted on graphics to be included in the report. New determinations will be made for the potential presence of endangered species, predominately birds, within the impacted area and adjacent to it. These determinations will be the basis for preparing a Section 7 consultation letter on behalf of the Corps to send to USFWS and CDFW. Mitigation measures will be updated commensurate to the impacts of holding water conservation at elevation 205 ft. A separate Biological Resources Report will be prepared. The results of the report will be summarized in the environmental documents.

Air Quality Analysis
To comply with NEPA requirements, RBF will update the Federal Air Quality Conformity Assessment analysis. Under 40 CFR Part 6, federal projects are required to show conformity with the applicable State Implementation Plan (SIP). Conformity is outlined in 40 CFR Part 51 Subpart W, which requires any project that is located in an area where any criteria air pollutant is nonattainment to show that the total project-related emissions of that particular criteria air pollutant is less than the de minimus level provided in 40 CFR Part 51, Subpart W. The analysis will discuss the following:

- Quantification of the projected related emissions.
- Description of the Federal attainment status for criteria air pollutants.
- Comparison of the modeled construction emissions to the federal air quality thresholds specified in 40 C.F.R. Section 93.153.
- General discussion of the requirements of Section 176 of the Federal Clean Air Act regarding general conformity, and the de minimus levels that trigger the need for a general conformity determination.

The Draft Record of Non-Applicability (RONA) for Clean Air Act Conformity will also be updated. The RONA previously concluded that because no grading or construction activities are included within the proposed project, emissions would not result from construction activities. The RONA also concluded that the De minimis thresholds for applicable criteria pollutants would not be exceeded nor would the projected emissions be regionally significant.

Greenhouse Gases must be analyzed for CEQA and NEPA documents. This analysis will be included in the environmental documents to satisfy Federal and State requirements.

Cultural Resources Assessment
The records search for cultural resources (archaeological and historical) will be conducted through the South Central Coastal Information Center located at California State University, Fullerton. The objective of this archival research will be to establish the status and extent of previous surveys in the project area and to note what types of resources might be expected to occur within the proposed project boundaries. It will also provide information about surface or buried cultural resources that might be encountered by the field assessment.

The field survey will cover 100 percent of the accessible project and will be conducted by field personnel trained to recognize cultural resources (prehistoric and historic archaeological, and historic architecture). The purpose of the field survey is to identify any previously unidentified resources and update site records for previously recorded cultural resources. The field crew will walk parallel transects 10-15 meters apart across the project. The current scope of work stipulates negative findings. Any cultural resources identified (including any archaeological sites or historic-period buildings) will require additional budget for their documentation.

On behalf of the Army Corps of Engineers, BCR Consulting will contact the California Native American Heritage Commission (NAHC) for a list of Native American tribes to contact. BCR Consulting will then contact all entities listed to discuss whether any tribe or individual has
knowledge of cultural resources within the project boundaries. During this task, BCR Consulting will send one letter to the NAHC and one mailing to each listed tribe and/or individual (via regular mail or e-mail). The results of these communications will be included in the cultural resources report. Meetings are beyond the current scope of work.

c. Screencheck Draft EA/CEQA Documentation. RVA will submit the Screencheck Draft EA and appropriate CEQA documentation as part of the Screencheck Draft Deviation Study. At minimum, RVA will develop and present the EA document pursuant to Section 1508.9 of NEPA, including the following elements:

i. Cover sheet;
ii. Table of Contents;
iii. Summary;
iv. Proposed Action:
o Purpose and Need;
o Project Background;
o Proposed Deviation;
v. Alternatives to the Proposed Action;
vi. Environmental Setting;
vii. Environmental Effects;
viii. Coordination;
ix. Compliance with Environmental Requirements;
x. List of Preparers; and
xi. References.

d. Draft EA/CEQA Document. RVA will prepare a Draft EA that addresses comments provided by staff during the screencheck process. The Draft EA will be submitted as part of the Draft Deviation Study.

e. Final EA/FONSI/CEQA Document. The Final EA shall consist of the revised Draft EA text, as necessary, and any comments and responses to comments received from cooperating agencies or the public. RVA will prepare the Final EA and appropriate CEQA document within two weeks of approval by the LACFCD and USACE. In addition, RVA will prepare and file the FONSI within five (5) days of EA approval. The FONSI will be issued when environmental analysis and interagency review during the EA process find that the Project has no significant impacts on the quality of the environment. As part of this task, RVA will prepare and distribute notices of availability of the Final EA / FONSI and CEQA document per USACE and State CEQA guidelines.

TASK 4: REGULATORY PERMITTING

4.1 Regulatory Permitting. RVA will provide regulatory services for the processing of permit applications through the USACE and the CDFW as needed, including Section 404 and Section 401 of the CWA, and CDFW 1600 Streambed Alteration Agreement Application. The
processing shall include required correspondence and/or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the biological consultant, if necessary. This task will include the preparation of permit tracking logs for the District in addition to Permit Summary Binders once the agency approvals are obtained.

TASK 5: PROJECT MEETINGS

5.1 Project Meetings. RVA will meet with the District/LACFCD staff on a monthly basis to provide updates on the progress of the Deviation Study and EA. This task assumes a total of four (4), two-hour monthly conference call meetings attended by up to three (3) members of the RVA’s project team, with an additional allocation for two (2) extra conference call meetings as necessary. This task also assumes up to four (4) two-hour meetings with the District, LACFCD and USACE specialists attended by up to three (3) of RVA’s project team members to obtain specific technical guidance and approval during development of the Deviation Study.

TASK 6: PROJECT MANAGEMENT AND COORDINATION

6.1 Management and Coordination. To meet the expedited schedule for the Deviation Study, this approach assumes a high level of project management and coordination of project team. This task assumes on-going calls and coordination with members of the USACE staff to obtain information, guidance and approval on elements of the Deviation Study as it is being developed and reviewed. This task also includes coordination with USACE staff to answer any questions or follow up on any items necessary to obtain the District Commander’s Recommendation for approval of the Deviation Study. On-going project management from Ruth Villalobos and others on the project team will occur throughout the process to ensure timely completion of products, coordination of meetings, and discussion of relevant issues or concerns with the District, LACFCD, USACE, and/or other Cooperating Agencies.

RVA Team Organization Chart on next page.
RVA Team Organization Chart

Subconsultants:
1. RBF Consulting
2. Jericho Systems
3. BCR Consultant
EXHIBIT B  
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement and as listed in the Fees Per Task chart below.

2.0 A budgetary amount of $124,500, with contingencies (which amount applies to Consultant's fee and reimbursable expenses), is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

Fees per Task

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Water Replenishment District of Southern California

Exhibit B
Consultant Rate Schedule

Professional Services Contract

364170.3
EXHIBIT C
REIMBURSEMENT FOR TRAVEL, MEALS AND LODGING

1. EXPENSES

13.1 Allowable And Unallowable Expenses

In the conduct of District business, employees and Directors shall incur expenses, subject to budgeted funds being available, adequate supporting documentation, and required approvals, according to the following:

13.1.1 General Guideline

1. Expenses outlined in this Administrative Code and Procurement Policies and Procedures;

2. Expenses that further the District's mission concerning replenishment and quality of water in the Central and West Coast Groundwater Basins, including but not limited to, expenses directly incurred in connection with a program or capital project of the District, activities that facilitate relations or working arrangements with other government or private sector personnel that are important to the District's mission, activities that enhance awareness and education of the District's functions, and activities that promote the attraction and retention of high quality employees of the District.

13.1.2 Specifically Unallowable Expenses

1. Gifts,

2. Entertainment,

3. Alcoholic beverages,

4. Goods and services for personal use,

5. Fines and penalties incurred by an employee,

6. Memberships in social organizations, dining clubs, or country clubs,

7. Advance payments for goods or services, except as generally required,

8. Moving expenses, unless pre-approved as part of a written employment contract with a new employee,

9. Travel related expenses incurred by or on behalf of a spouse or companion,

10. Certain travel costs (e.g., first-class airfare, hotel suites, luxury vehicle rental),
11. Repetitive seminars or educational courses on the same topic or issue and repetitive courses that provide training on a specific subject to a particular class of persons (e.g., training for persons new to the areas of water or special districts). Employees and Board Members shall not obligate the District and shall not receive reimbursement for any of the unallowable expenses listed above.

13.2 **REIMBURSABLE EXPENSES**

13.2.1 **Application of Policy**
This Policy applies to all Board Members, management, staff, legal counsel, and any other authorized parties who may submit claims for reimbursement of amounts expensed on the District's behalf.

13.2.2 **General Principles**
The following general principles apply to the District's reimbursement of amounts expended on the District’s behalf:

1. All expenses shall be reasonable and necessary.
2. The most economical mode and class of transportation consistent with scheduling requirements shall be utilized. In the event a more expensive mode or class of transportation is utilized, the reimbursable amount shall be limited to the cost of the most economical mode or class of transportation available, not to exceed the cost of coach airfare.
3. Expenditure for food and lodging shall be moderate and reasonable.
4. All reimbursements must be approved pursuant to the provisions of this Code.
5. Approval Process for Reimbursable Expenses
6. Claims shall be submitted on forms supplied by the District. Such forms shall include a description of the expense, names (if appropriate), date incurred, and a description of the business purpose of the expense.

13.2.3 **Directors’ Expenses: Finance Committee Approval**
At its regularly scheduled monthly meeting, the District's Finance Committee shall approve or reject all requests and claims for reimbursement by members of the Board of Directors. The Finance Committee shall meet once per month to consider such claims and requests as are submitted. Receipts must support claims and requests as submitted to the Finance Committee or other documentation the
Finance Committee deems acceptable. For each expense less than $25, submission of documentation the Finance Committee deems acceptable shall be sufficient for purposes of this section. At the discretion of a Director, supporting receipts for each expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the Finance Committee with documentation the Committee deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the Director. Any reimbursement for a non-excluded expense submitted after 90 days must be approved by the Board of Directors.

13.2.4 Staff Expenses: General Manager Approval
The General Manager or the Chief Financial Officer, acting as an agent of the General Manager, shall approve or reject all requests and claims for reimbursement by staff and shall report such approval/rejection to the Finance Committee at its monthly meeting. Receipts must support claims and requests as submitted to the General Manager or Chief Financial Officer or other documentation the General Manager or Chief Financial Officer deems acceptable. For each travel related expense less than $25, submission of documentation the General Manager or Chief Financial Officer deems acceptable shall be sufficient for purposes of this section. At the discretion of staff, supporting receipts for each travel related expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the General Manager or Chief Financial Officer with documentation he deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the employee. Any reimbursement for a non-excluded
expense submitted after 90 days must be approved by the Board of Directors.

13.2.5 Travel Expenses

The Board of Directors should pre-approve requests for out of state travel. The Board may retroactively approve out of state travel based on difficult or unexpected circumstances.

The District’s policy concerning reimbursement for travel expenses varies depending whether the destination is within or outside the “local area” and whether an individual receives or elects to receive a vehicle allowance. For purposes of this Policy, “local area” includes all of Los Angeles and Orange Counties, and those portions of Riverside and San Bernardino Counties located south of the San Gabriel Mountains and/or west of the San Bernardino Mountains.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel within the “local area”. Reimbursement shall be for actual mileage at the current maximum allowance per mile rate established by the Internal Revenue Service for authorized use of privately-owned vehicles in the conduct of District Business.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel outside the “local area,” including travel by personal automobile instead of by air travel. Reimbursement shall be limited to expenses not exceeding 14-day advance purchase round trip standard coach airfare, plus ground transportation.

Actual expenses for ground transportation to and from airports and while attending to District business shall also be reimbursed. Ground transportation shall include taxi, bus fare or standard automobile rental. No reimbursement shall be provided for charges incurred due to the inclusion of personal loss insurance coverage i.e., loss damage waiver, supplemental liability, personal effects, uninsured or underinsured motorist) in a car rental agreement.

13.2.6 Lodging

For the purpose of lodging, "local area" means a 40-mile radius from either one's residence or the District office, whichever is further.
Within the discretion of the Board President, a Director may stay overnight at a site less than a 40-mile radius from the residence or the District office. If the Director desiring to stay overnight at such a site is the Board President, that Director shall obtain approval from the Board Treasurer. Otherwise, no requests for lodging or reimbursement claims for expenses incurred within the "local area" shall be approved by the Finance Committee.

Expenses will be allowed for adequate and reasonably priced lodging when necessary for the conduct of District business. When lodging is required in conjunction with a conference or similar function, whenever possible, lodging shall be at the conference location at the reduced rate provided by the conference, if applicable. In all cases, reasonable attempts shall be made to obtain reduced rates for lodging (i.e., government rates for domestic lodging as published by the U.S. General Services Administration.)

Unless otherwise authorized by the Finance Committee, no reimbursement will be approved for lodging for greater than one night before or for any nights after an event outside of the "local area."

13.2.7 Meal Reimbursements
"Local area" in this section has the same definition as in the Overnight Accommodations policy above.

1. When a Board member or other District employee is outside of the local area on District business for an entire day, the Board Member or employee may receive one hundred dollars ($100.00) per day for meals, including gratuities, as follows:
   • Breakfast: $20.00
   • Lunch: $35.00
   • Dinner: $45.00

2. When a Board member or other District employee is outside of the local area on District business for portions of a day, the Board member or employee shall receive compensation for those meals that occur during the portion of the day that the individual is outside the local area.

3. Authorized personnel and Directors may, in lieu of per diem reimbursement, receive reimbursement for actual meal costs, including tips, if such costs are less than the per diem amount.

4. The meal compensation discussed in Subsection (1) above, shall only be received for meals on the day immediately before the beginning of the event which the Board member or employee is
attending, the days when the event is occurring and the day immediately following the conclusion of that event. Further, where meal costs are included in airfare or in the event registration fees, the compensation received shall be reduced by the amounts indicated above.

5. The per diem amounts discussed above are provided for the Board Member or other employee's meals while out of the local area on business. Whether or not expenditure occurs within the local area, the Board member or other employee is entitled to reimbursement for meals purchased for other persons, if such meals are in furtherance of District business and the Finance Committee subsequently approves the request for reimbursement. Any such expenditures for additional meals shall be reasonable and necessary and must further the business interest of the District.

6. In calculating the amount to be reimbursed to the Board member or employee, the Finance Committee shall reduce each meal's total by that meal's per diem rate.

13.3 Special Provisions

Where a Board Member or other person is entitled to receive reimbursement for expenses from another employer or entity, the sum of total reimbursement from both the District and the other employer or entity shall not exceed actual expenses incurred.

All exempt District personnel attending a conference or other event outside of the District's service area shall receive no additional salary for travel during a non-scheduled workday.