

COMMISSIONERS

KATHY MAC LAREN-GOMEZ, *Chair*

ROBERT PARRIS, *Vice Chair*

LEO THIBAUT, *Treasurer-Auditor*

DON WILSON, *Secretary*

KEITH DYAS, *Commissioner*

BARBARA HOGAN, *Commissioner*

OFFICERS

PETER THOMPSON II, *General Manager*

TOM BARNES, *Assistant General Manager*

PAM CLARK, *Resources Manager*

DENNIS HOFFMEYER, *Controller*

ANGEL FITZPATRICK, *Administrative Technician*

June 6, 2024

**Agenda for the Regular Meeting of the Commissioners
of the Antelope Valley State Water Contractors Association
to be held at Antelope Valley-East Kern Water Agency at
6450 West Avenue N, Palmdale 93551**

Teleconference: (669) 900-6833, Meeting ID 839 3795 7835, Passcode 0

Video Conference:

<https://us02web.zoom.us/j/83937957835?pwd=ak1XbmprdBuQnRZOWszWU91VHdyUT09>

Thursday, June 13th, 2024

6:00 p.m.

NOTICE: Pursuant to Government Code Section 54953, Subdivision (b), this Regular Meeting of the Commissioners will include teleconference participation by Commissioner Dyas from: 2856 Owens Way, Rosamond, CA 93560.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Angel Fitzpatrick at 661-943-3201 x0211 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Antelope Valley-East Kern Water Agency's office located at 6500 West Avenue N, Palmdale or at <https://www.avswca.org/commissioner-meetings>. Please call Angel Fitzpatrick at 661-943-3201 x0211 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the Association to conduct its meeting will not be permitted and offenders will be requested to leave the meeting.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance.
- 2) Roll call.
- 3) Adoption of agenda.

- 4) Public comments for non-agenda items.
- 5) Consideration and possible action on meeting minutes of the regular meeting held on April 11, 2024.
- 6) Payment of bills.
- 7) Consideration and possible action on approval of Resolution No. 2024-1 being a Resolution of the Commissioners of the Antelope Valley State Water Contractors Association authorizing completion and submission of the California Fair Political Practices Commission Biennial Notice regarding the Conflict of Interest and Disclosure Code for the Antelope Valley State Water Contractors Association. (General Counsel Lee)
- 8) Consideration and possible action on the Amended and Restated Memorandum of Understanding with the Antelope Valley Regional Water Management Group. (Assistant General Manager Barnes)
- 9) Consideration and possible action on approval of Amendment No. 1 to the Professional Services Agreement for Engineering and Integrated Regional Water Management Planning for the preparation of Proposition 1 Round 2 Implementation and Multi-Benefit Drought Relief Program Grant Applications. (Resource Manager Clark)
- 10) Consideration and possible action on the selection of an Environmental Consultant to perform CEQA work for the Littlerock Creek Recharge Project. (Assistant General Manager Barnes)
- 11) Consideration and possible action on Budget for Fiscal Year 2024/2025. (Controller Hoffmeyer)
- 12) Report of Resource Manager.
 - 1) Grant Funding for Culverts.
 - 2) Basin Management Meeting.
- 13) Report of Controller.
 - a) Update on revenue, expenses, and change in net position..
- 14) Report of General Manager presentation.
 - a) Status updates:
 - 1) Antelope Valley Watermaster meetings.
 - 2) Future agenda items.
- 15) Reports of Commissioners.
- 16) Report of Attorney.
- 17) Commission Members' requests for future agenda items.

- 18) Consideration and action on scheduling the next Association meeting on August 8, 2024.
- 19) Adjournment.

MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, APRIL 11, 2024.

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, April 11, 2024, at 6450 West Avenue N, Palmdale, CA 93551, at 2856 Owens Way, Rosamond, CA 93560, and via teleconference. Chair Mac Laren-Gomez called the meeting to order at 6:05 p.m.

1) Pledge of Allegiance.

At the request of Chair Mac Laren-Gomez, Commissioner Thibault led the pledge of allegiance.

2) Roll Call.

Attendance:

Kathy Mac Laren-Gomez, Chair
Don Wilson, Secretary
Leo Thibault, Treasurer
Keith Dyas, Commissioner
Gary Van Dam, Alt. Cmsnr.

Others Present:

Peter Thompson II, General Manager
Tom Barnes, Resources Manager
Matthew Knudson, AVEK General Manager
James Chaisson, LCID General Manager
Dennis LaMoreaux, PWD General Manager
Scott Kellerman, PWD Board Director
George Lane, AVEK Board Director
Drew Mercy, AVEK Board Director
David Kraai, LCID Board Director
Claudia Bolanos, PWD Res./Analyt. Spvsr.
Angel Fitzpatrick, Administrative Technician
Dan Jacobs, AV Fair Chief Executive Officer
Trolis Niebla, COL Assistant City Manager
2 members of the public

EXCUSED ABSENCE~

Robert Parris, Vice Chair
Barbara Hogan, Commissioner

3) Adoption of Agenda.

It was moved by Commissioner Thibault, seconded by Commissioner Van Dam, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to adopt the agenda, as written:

Chair Mac Laren-Gomez – aye
Commissioner Van Dam – aye
Commissioner Thibault – aye
Commissioner Wilson – aye
Commissioner Dyas – aye
Commissioner Hogan – absent

4) Public Comments for Non-Agenda Items.

There were no public comments.

5) Consideration and Possible Action on Minutes of Regular Meeting Held February 8, 2024.

It was moved by Commissioner Van Dam, seconded by Commissioner Wilson, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve the minutes of the regular meeting held February 8, 2024, as written:

Chair Mac Laren-Gomez – aye
Commissioner Van Dam – aye
Commissioner Thibault – aye
Commissioner Wilson – aye
Commissioner Dyas – aye
Commissioner Hogan – absent

6) Presentation on the Resilience Center at the Antelope Valley Fairgrounds. (Dan Jacobs, Chief Executive Officer, Antelope Valley Fair & Events Center, and Trolis Niebla, Assistant City Manager, City of Lancaster)

Mr. Trolis Niebla presented the future of the \$100 million, state-of-the-art, Multi-Agency Regional Resiliency Center (MARRC) and Antelope Valley Fair and Event Center. The MARRC will be situated at the fairgrounds and will consist of (3) three new buildings to the Fairground facilities. The first building will be a 140,000-square-foot structure that will serve as an evacuation center in an emergency. Additionally, it can be used to host large-scale events. The second building will be a 26,000-square-foot

auditorium, which will function as an operation center during emergencies but can also host conferences and lectures. Lastly, the third building will be a 75,000-square-foot kitchen to prepare meals for emergency responders in case of a crisis. This building will also be used for culinary events, catering, and cooking classes.

The MARRC Center will be off the electrical grid, using solar, battery, and hydrogen fuel cells to operate 24/7 without electricity. Additionally, it plans to have a water tank that can hold 7-10 days of potable water if the current water infrastructure is damaged during a disaster.

Mr. Dan Jacobs added that the MARRC Center seeks additional community partnerships and support.

Commissioner Thibault motioned to recommend that the individual agencies present this project to their individual boards. The motion was moved by Commissioner Thibault, seconded by Commissioner Van Dam, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote:

Chair Mac Laren-Gomez – aye
Commissioner Van Dam – aye
Commissioner Thibault – aye
Commissioner Wilson – aye
Commissioner Dyas – aye
Commissioner Hogan – absent

7) Payment of Bills.

It was moved by Commissioner Thibault, seconded by Commissioner Van Dam, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve payment and ratification of payment of the bills received from AVEK in the amount of \$857.12 for staff services, from Streamline in the amount of \$504.00 for the Association’s website for March 1, 2024 through March 1, 2025, a payment to AVEK in the amount of \$46,291.38 for pass-through funds received from the Department of Water Resources on behalf of the AV IRWMP Group for Prop 1 Grant Project funding, a payment to LCID in the amount of \$812.99 for a refund of LCID’s remaining funds from the Big Rock Creek Project restricted funds budget per board action approved February 8, 2024, for the payments made to AVEK in the amount of \$277,612.60, PWD in the amount of \$57,401.03 and LCID in the amount of

\$43,175.67 for replacement water per the October 23, 2019, agreement between the Association and the Antelope Valley Watermaster and November 11, 1023, Watermaster Request for Replacement Water:

Chair Mac Laren-Gomez – aye
Commissioner Van Dam – aye
Commissioner Thibault – aye
Commissioner Wilson – aye
Commissioner Dyas – aye
Commissioner Hogan – absent

8) Report of Resources Manager.

a) Grant Funding for Culverts

Resource Manager Barnes provided a detailed presentation on the possibility of receiving grant funding to construct culverts for the Upper Amargosa Creek, Littlerock Creek, and Big Rock Creek Recharge Projects. The culverts at Upper Amargosa Creek will help reduce flooding at cross streets in Lancaster and are necessary along West Avenue N. The culverts at Littlerock Creek will also help reduce flooding at cross streets in Littlerock and are required along East Palmdale Blvd. Similarly, the culverts at Big Rock Creek will help reduce flooding at cross streets in the Pearblossom/Llano area and are necessary along East Avenue T and Avenue S.

He provided instructions on how to obtain the grant funds. This involved giving an initial overview to the Los Angeles County departments and IRWMP Group, forming a grant coordination team, creating the necessary framework and initial documents for the grant application, securing the authority to pursue funds in the next round of grants, and exploring potential grant opportunities related to climate, transportation, and water.

9) Report of Controller.

a) Update on Revenue, Expenses, and Change in Net Position.

In Controller Hoffmeyer's absence, General Manager Thompson II provided an overview of the Association's revenue, expenses, and change in net position for the month ending March 31, 2024.

10) Report of General Manager.

a) Status Updates:

1) Antelope Valley Watermaster Meetings.

General Manager Thompson II reported that the Watermaster moved its April board meeting to May 1st. Todd Groundwater received a favorable review, and administrative staff was authorized to seek a three-year extension with Todd Groundwater. Administrative staff will develop a template for a carryover water storage agreement, and the RFQ for Watermaster Administrative Services will be considered for approval at the next board meeting.

2) Antelope Valley and Fremont Basin IRWMP Stakeholder Meetings.

He then reported that the IRWMP Group received the Round 1- 9th quarterly invoice in February and that Staff is finalizing the AVIRWM cost share MOU for 2024-2026.

3) Voluntary Agreement Updates.

He then reported and provided clarification that the Voluntary Agreements are agreements between the SWRCB and all parties with water rights on tributaries that feed into the Delta. These agreements are proposed to replace the SWRCB's "Unimpaired Flow" regulation. The Agreement aims to avoid litigation, improve SWP operation permits, and reduce the cost of SWP permits. It involves all water rights holders, bringing transparency and measurement to permit criteria. The State Board will hold workshops on the Voluntary Agreements from April 24-26, and the SWC actively supports Voluntary Agreements.

4) Basin Management Meeting.

He then reported that the staff plans to organize a meeting with other water basin managers to discuss funding, policies, templates, and coordination in the future. The meeting is tentatively set for May.

5) Littlerock Creek Recharge Project.

He then reported that the Littlerock Creek Recharge Project MOU was executed by all member agencies. The staff also sent a Request for Proposal for CEQA work. The staff plans to have a project meeting with interested firms and provide the selection of firms to the Association at the June meeting. The staff will then submit a storage agreement to the Watermaster to earn credit for the water stored.

6) Future Agenda Items.

He then stated that future agenda items would include selecting a firm for the Littlerock Project CEQA Compliance, the AVIRM Cost Share MOU, and a PSA with Woodard and Curran for Prop 1/AVIRWM support.

11) Reports of Commissioners.

Commissioner Thibault expressed his gratitude for the MARRC Center.

12) Report of Attorney.

No attorney was present at the meeting.

13) Commission Members' Requests for Future Agenda Items.

Commissioner Thibault requested future updates on the MARRC Center.

14) Consideration and Possible Action on Scheduling the Next Association Meeting June 13, 2024.

The Association's next regular meeting will be held on June 13, 2024, at 6:00 p.m.

15) Adjournment.

With no further business to come before the Commissioners, the regular meeting of the Antelope Valley State Water Contractors Association Commissioners was adjourned at 7:21 p.m.

Secretary, Don Wilson



COMMISSION MEMORANDUM

DATE: June 13, 2024

TO: AVSWCA COMMISSIONERS

VIA: Peter Thompson II, General Manager

RE: *CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF RESOLUTION NO. 2024-1 BEING A RESOLUTION OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION AUTHORIZING THE COMPLETION AND SUBMISSION OF CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION BIENNIAL NOTICE REGARDING THE CONFLICT OF INTEREST AND DISCLOSURE CODE FOR THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION (GENERAL COUNSEL LEE/GENERAL MANAGER THOMPSON II)*

RECOMMENDATION:

Staff recommends approving Resolution No. 2024-1, Authorizing the completion and submission of the California Fair Political Practices Commission Biennial Notice regarding the Conflict of Interest and Disclosure Code for the Antelope Valley State Water Contractors Association.

BACKGROUND

The Fair Political Practices Commission requires every local government agency to review its Conflict-of-Interest Code biennially to determine whether any changes are needed. Upon review by staff and legal counsel, it was determined that no changes were needed for 2024.

In 2019, the Board of Commissioners approved Resolution No. 2019-1, Amending the Conflict of Interest and Disclosure Code for the Association, adding the position of Resource Manager.

In 2022, the Board of Commissioners approved Resolution No. 2022-4, Authorizing the completion and submission of the biennial notice with no additional changes.

SUPPORTING DOCUMENTS:

- Fair Political Practices Commission 2024 Multi-County Biennial Notice
- Resolution No. 2024-1
- Resolution No. 2022-4
- Resolution No. 2019-1

2024 Multi-County Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered:
(if more space is needed, include an attachment):

No. of Employees* _____ No. of Form 700 Filers* _____

**Including board and committee members*

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

Please identify which statement accurately describes your agency's status.

- This agency has reviewed its conflict of interest code. The current code designates all positions which make or participate in making governmental decisions. The designated positions are assigned accurate disclosure categories that relate to the job duties of the respective positions. The code incorporates FPPC regulation 18730 so that all relevant Government Code Sections are referenced.
- This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:
 - New positions which involve the making or participating in the making of decisions which may foreseeably have a material impact on a financial interest
 - Current designated positions need renaming or deletion
 - Statutorily required provisions of the code need to be addressed
 - Disclosure categories need revision

Verification (to be completed if no amendment is required)

This multi-county agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 1, 2024** to the FPPC at biennialnotice@fppc.ca.gov or 1102 Q Street, Suite 3050, Sacramento, CA 95811.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)
Page 1 of 1

RESOLUTION NO. 2024-1

**RESOLUTION OF THE COMMISSIONERS OF THE ANTELOPE
VALLEY STATE WATER CONTRACTORS ASSOCIATION
AUTHORIZING COMPLETION AND SUBMISSION OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION BIENNIAL NOTICE
REGARDING THE CONFLICT OF INTEREST AND DISCLOSURE CODE
FOR THE ANTELOPE VALLEY STATE WATER CONTRACTORS
ASSOCIATION**

WHEREAS, the Political Reform Act (“Act”), Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, under the Act, the Antelope Valley State Water Contractors Association (“Association”) must biennially review the Association’s Conflict of Interest and Disclosure Code (“Code”) and internal organization to determine: (i) whether any position that has been added to the Association constitutes a designated position under the Code; or (ii) whether the duties of any existing position that is currently not a designated position have changed such that the position now constitutes a designated position under the Association’s Code; and

WHEREAS, the Association’s Code was last approved by the Fair Political Practices Commission effective February 19, 2019; and

WHEREAS, in its biennial review of its Code and internal organization, it was determined by the Association that there are no changes to the internal organization of the Association requiring amendment of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the Antelope Valley State Water Contractors Association do hereby find no revisions are necessary to their Conflict of Interest and Disclosure Code setting forth the disclosure categories and designated positions within the Association and their disclosure obligations as set forth on the attached Exhibit 1.

BE IT FURTHER RESOLVED, the General Manger, or their designee, is authorized to complete, execute, and submit the 2024 Biennial Notice to the Fair Political Practices Commission (FPPC) verifying that amendments to the Code are not required.

PASSED AND ADOPTED at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on June 13, 2024.

Kathy Mac Laren-Gomez, Chair

ATTEST:

Don Wilson, Secretary

**CERTIFICATE OF THE SECRETARY OF THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

I, the undersigned, do hereby certify:

1. I am the duly elected and acting Secretary of the Antelope Valley State Water Contractors Association.

2. The foregoing Resolution promulgating the Conflict of Interest and Disclosure Code of the Antelope Valley State Water Contractors Association was adopted at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on June 13, 2024.

IN WITNESS WHEREOF, I have executed the Certificate as Secretary of the Agency the 13th day of June, 2024.

Commissioner Secretary
Don Wilson

**CONFLICT-OF-INTEREST CODE FOR THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

The Political Reform Act (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations, Section 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code for the **Antelope Valley State Water Contractors Association (Association)**.

Individuals holding designated positions shall file their statements of economic interests with the **Association**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the **Association**.

APPENDIX A
DESIGNATED POSITIONS

Designated Positions	Assigned Disclosure Categories
General Manager	1, 2
Assistant General Manager	1, 2
Resources Manager	1, 2
Controller	1, 2
Attorney	1, 2

Notes: The positions of General Manager, Assistant General Manager, Resources Manager, and Controller may be filled by staff from the Palmdale Water District, the Antelope Valley-East Kern Water Agency or the Littlerock Creek Irrigation District who will periodically act in a staff capacity for the Association. The Attorney position is filled by an outside consultant who acts in a staff capacity.

Consultants/New Positions *

*Consultants/New Positions shall be included in the list of designated positions, and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The General Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Govern Code Section 87200.

Commissioners and Alternates

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their

**APPENDIX B
DISCLOSURE CATEGORIES**

CATEGORY 1

Investments and business positions in business entities and sources of income (including receipt of loans, gifts, and travel payments) from any source that provides services, supplies, materials or equipment of the type utilized by the Association.

CATEGORY 2


Interests in real property, located in whole or in part within the boundaries of the Association or within two miles of the Association, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

This is the last page of the conflict of interest code for the **Antelope Valley State Water Contractors Association**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for the **Antelope Valley State Water Contractors Association** was approved on 2/15 2019. This code will become effective on 3/17/1 2019.



John M. Feser, Jr.
Senior Commission Counsel
Fair Political Practices Commission

RESOLUTION NO. 2022-4

RESOLUTION OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION AUTHORIZING COMPLETION AND SUBMISSION OF CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION BIENNIAL NOTICE REGARDING THE CONFLICT OF INTEREST AND DISCLOSURE CODE FOR THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

WHEREAS, the Political Reform Act (“Act”), Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, under the Act, the Antelope Valley State Water Contractors Association (“Association”) must biennially review the Association’s Conflict of Interest and Disclosure Code (“Code”) and internal organization to determine: (i) whether any position that has been added to the Association constitutes a designated position under the Code; or (ii) whether the duties of any existing position that is currently not a designated position have changed such that the position now constitutes a designated position under the Association’s Code; and

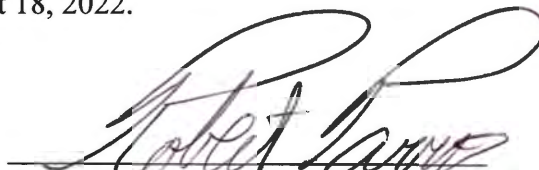
WHEREAS, the Association’s Code was last approved by the Fair Political Practices Commission effective February 19, 2019; and

WHEREAS, in its biennial review of its Code and internal organization, it was determined by the Association that there are no changes to the internal organization of the Association requiring amendment of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the Antelope Valley State Water Contractors Association do hereby find no revisions are necessary to their Conflict of Interest and Disclosure Code setting forth the disclosure categories and designated positions within the Association and their disclosure obligations as set forth on the attached Exhibit 1.

BE IT FURTHER RESOLVED, the General Manager, or their designee, is authorized to complete, execute, and submit the 2022 Biennial Notice to the Fair Political Practices Commission (FPPC) verifying that amendments to the Code are not required.

PASSED AND ADOPTED at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on August 18, 2022.


Robert Paffis, President

ATTEST:



Don Wilson, Secretary

**CERTIFICATE OF THE SECRETARY OF THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

I, the undersigned, do hereby certify:

1. I am the duly elected and acting Secretary of the Antelope Valley State Water Contractors Association.

2. The foregoing Resolution promulgating the Conflict of Interest and Disclosure Code of the Antelope Valley State Water Contractors Association was adopted at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on August 18, 2022.

IN WITNESS WHEREOF, I have executed the Certificate as Secretary of the Agency the 18th day of August, 2022.



Commissioner Secretary

RESOLUTION NO. 2019-1

**RESOLUTION OF THE COMMISSIONERS OF THE ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION AMENDING THE CONFLICT OF
INTEREST AND DISCLOSURE CODE FOR THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

WHEREAS, the Political Reform Act (“Act”), Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, under the Act, the Association must periodically review its internal organization to determine: (i) whether any position that has been added to the Association constitutes a designated position under the Association’s Conflict of Interest and Disclosure Code (“Code”); or (ii) whether the duties of any existing position that is currently not a designated position have changed such that the position now constitutes a designated position under the Association’s Code; and

WHEREAS, the Association’s Code was last approved by the Fair Political Practices Commission effective September 16, 2012; and

WHEREAS, Appendix A of the Association’s Code must be modified to add the positions of Assistant General Manager and Resources Manager on the revised Code attached hereto as “Exhibit 1” incorporated herein by reference; and

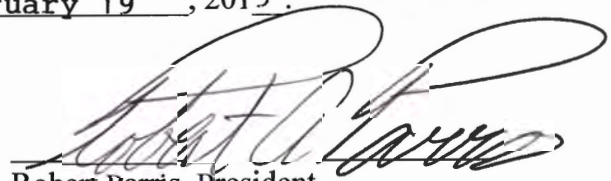
WHEREAS, to meet the requirements of the Act, the Association must amend its Conflict of Interest and Disclosure Code to reflect these changes.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the Antelope Valley State Water Contractors Association do hereby amend their Conflict of Interest and Disclosure Code setting forth the disclosure categories and designated positions within the Association and their disclosure obligations as set forth on the attached Exhibit 1.

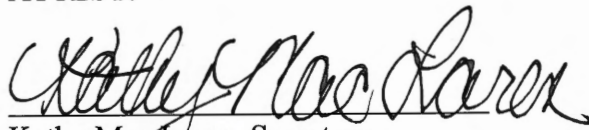
BE IT FURTHER RESOLVED, that individuals holding newly-designated positions shall file Statements of Economic Interests – Assuming Office Statements with the Association Secretary or designee, as required under the Association’s Code. All other individuals holding designated positions shall file Statements of Economic Interests as required by law and the Association’s Code. The Association shall retain the originals of all statements filed by its Commissioners and all other designated individuals.

BE IT FURTHER RESOLVED, that a secretarially certified copy of this Resolution, including the attached Conflict of Interest and Disclosure Code of the Antelope Valley State Water Contractors Association, shall be forwarded to the Fair Political Practices Commission (FPPC).

PASSED AND ADOPTED at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on February 19, 2019.


Robert Parris, President

ATTEST:


Kathy MacLaren, Secretary

**CERTIFICATE OF THE SECRETARY OF THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

I, the undersigned, do hereby certify:

1. I am the duly elected and acting Secretary of the Antelope Valley State Water Contractors Association.

2. The foregoing Resolution promulgating the Conflict of Interest and Disclosure Code of the Antelope Valley State Water Contractors Association was adopted at a regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association held on February 19, 2019.

IN WITNESS WHEREOF, I have executed the Certificate as Secretary of the Agency the 19 day of February, 2019.



Commissioner Secretary

**CONFLICT-OF-INTEREST CODE FOR THE
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

The Political Reform Act (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations, Section 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code for the **Antelope Valley State Water Contractors Association (Association)**.

Individuals holding designated positions shall file their statements of economic interests with the **Association**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the **Association**.

**APPENDIX A
DESIGNATED POSITIONS**

Designated Positions	Assigned Disclosure Categories
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Assistant General Manager	1, 2
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Controller	1, 2
Attorney	1, 2

Notes: The positions of General Manager, Assistant General Manager, Resources Manager, and Controller may be filled by staff from the Palmdale Water District, the Antelope Valley-East Kern Water Agency or the Littlerock Creek Irrigation District who will periodically act in a staff capacity for the Association. The Attorney position is filled by an outside consultant who acts in a staff capacity.

Consultants/New Positions *

*Consultants/New Positions shall be included in the list of designated positions, and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The General Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200.

Commissioners and Alternates

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

**APPENDIX B
DISCLOSURE CATEGORIES**

CATEGORY 1

Investments and business positions in business entities and sources of income (including receipt of loans, gifts, and travel payments) from any source that provides services, supplies, materials or equipment of the type utilized by the Association.

CATEGORY 2

Interests in real property, located in whole or in part within the boundaries of the Association or within two miles of the Association, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.



COMMISSION MEMORANDUM

DATE: June 13, 2024
TO: AVSWCA COMMISSIONERS
VIA: Peter Thompson II, General Manager
RE: *CONSIDERATION AND POSSIBLE ACTION ON AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH THE ANTELOPE VALLEY REGIONAL WATER MANAGEMENT GROUP. (GENERAL MANAGER THOMPSON II)*

RECOMMENDATION:

Staff recommends that the Commissioners of the Antelope Valley State Water Contractors Association (Association) authorize staff to sign the 2024 Amended and Restated Memorandum of Understanding (MOU) with the Antelope Valley Regional Water Management Group (AVRWM).

BACKGROUND

An amended and restated MOU was developed for the AVRWM to continue funding the grant administration, stakeholder meetings, project updates, and 25% share of the United States Geological Survey Groundwater Monitoring Program. This MOU reaffirms the Association's role in managing funds for the AVRWM. By signing the MOU, the Association is committing to continue this role through January 1st, 2027.

SUPPORTING DOCUMENTS:

Amended and Restated Memorandum of Understanding (Antelope Valley Regional Water Management Group IRWMP Cost Sharing)

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Antelope Valley Regional Water Management Group IRWMP Cost Sharing)**

This Amended and Restated Memorandum of Understanding (“**Amended and Restated MOU**”) is entered into as of _____, 2024 (the “**Effective Date**”) and is between the following parties:

Antelope Valley-East Kern Water Agency;
Palmdale Water District;
Quartz Hill Water District;
Littlerock Creek Irrigation District;
Antelope Valley State Water Contractors Association (the “**Association**”);
City of Palmdale;
City of Lancaster;
County Sanitation District No. 14 of Los Angeles County;
County Sanitation District No. 20 of Los Angeles County;
Rosamond Community Services District; and
Los Angeles County Waterworks District No. 40, Antelope Valley (“**Waterworks District 40**”).

Each of these parties is referred to individually as “**Party**” and together as the “**Parties**.”

A. The *Integrated Regional Water Management Planning Act of 2002* (the “**Act**”), California Water Code section 10530 and 10531, et seq., establishes the State of California’s policy to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

B. On or about January 9, 2007, the Parties entered into a *Memorandum of Understanding* (“**2007 MOU**”) to provide for the preparation of an Integrated Regional Water Management Plan (“**IRWMP**” or “**Plan**”) pursuant to the Act.

C. On or about April 7, 2009, the Parties entered an *Agreement on the Implementation of the Integrated Regional Water Management Plan* (“**RWMG Agreement**”) and established a new Regional Water Management Group (“**RWMG**”) under the Act for the Antelope Valley Region (“**Region**”), to pursue grant funding and facilitate implementation of the IRWMP for the Region. The RWMG Agreement formally established the relationship between the Parties in order to qualify the Region to apply for state grant funds under the Department of Water Resources (“**DWR**”) California State Integrated Regional Water Management Grant Program (“**Grant Program**”).

D. The 2007 MOU by its own terms may be amended with the approval of all Parties to continue to update the IRWMP through January 8, 2027.

E. The DWR amended the Grant Program Guidelines in 2016 (“**2016 Guidelines**”); which included an update to the IRWM Plan Standards. In order to be eligible for the first round of 2018/2019 Proposition 1 funding, the RWMG had to update the Plan to comply with the 2016 Guidelines.

F. On or about December 2018 the Parties entered into an Amended and Restated Memorandum of Understanding (“**2018 Amended and Restated MOU**”) to prepare a full update to the

IRWMP (the “**Full Update**”). The Full Update identified Antelope Valley Region water management issues and updated the water supply and demand projections to comply with DWR guidelines for grant eligibility. The Association retained a consultant to prepare the Full Update on behalf of the RWMG.

G. The 2018 Amended and Restated MOU also collected funds from the RWMG to cover 25% of the United States Geological Survey Groundwater Monitoring Program (“**USGS Program**”) for the Antelope Valley Groundwater Basin. The funds collected from the RWMG funded 25% of the Program period from November 2017 through October 2020. The USGS Program provides the regular and systematic groundwater monitoring required to comply with Water Code 10920. Compliance with this code is a requirement of the Grant Program.

H. On or about April 2020 the Parties adopted by resolution the 2019 Update to the Integrated Regional Water Management Plan.

I. On or about June 10, 2021 the Parties entered into an Amended and Restated MOU (“**2021 Amended and Restated MOU**”) to set forth the amount of new funding to be provided by each Party for on-going Region stakeholder meetings, IRWMP project updates, and grant support. Each Party’s contribution is based on its share of expenses under the 2007 MOU. Each Party’s contribution is set forth in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

J. The 2021 Amended and Restated MOU also collected funds from the Parties to continue funding 25% of the USGS Program being administered by the Antelope Valley Watermaster for the period of time between November 2020 through September 2023.

K. This Amended and Restated MOU is intended to set forth the Parties continued funding contributions of 25% of the USGS Program being administered by the Antelope Valley Watermaster for the extended period of November 2023 through September 2026.

The Parties therefore agree as follows:

1. **Administration of Services**. The Association shall have primary responsibility for managing the RWMG funds collected under this MOU, including:

1. Administering a consultant contract for the on-going Region stakeholder meetings, IRWMP project updates, and grant support. This will include overseeing the consultant’s services. The Association shall retain the consultant by amendment to the current Professional Services Agreement.

2. Preparing a final accounting (the “**Accounting**”) of all final actual USGS Program and consultant costs upon completion.

3. Refunding excess funds to the Parties within 60 days after completion of the services if the funds deposited with the Association exceed the consultant's costs, based upon the Accounting. The excess funds will be refunded to the Parties in proportion to their contribution towards the consultant costs in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

2. **Joint Duties of the Parties**. Each of the Parties shall perform the duties set forth in this Section 2

A. Information Sharing: Each Party will make reasonable efforts to provide and share all necessary and relevant information, data, studies, and/or documentation for the Grant Program in that Party's possession as may be requested by the consultant within 30 calendar days after the consultant's request. The Parties acknowledge that if the information, data, studies, and/or documentation is not provided within 30 days after the consultant's request, then it may negatively impact their receipt of grant funds due to time constraints.

B. Cost Contribution: Each Party shall pay to the Association the amount set forth in Exhibit 1 for the consultant costs, subject to the provisions of Section 4.A. below.

C. Payment: Each Party shall deposit with the Association its contribution in the amount set forth in Exhibit 1 within 30 calendar days after execution of this Amended and Restated MOU.

D. Grant Applications: The Parties will recommend, evaluate, prepare, and review future grant applications.

3. Waterworks District 40's Additional Duties. Waterworks District 40 shall facilitate stakeholder meetings.

4. Additional Costs.

A. Additional Costs: If the consultant costs exceed the funds deposited with the Association, then the Parties will supplement this Amended and Restated MOU to fund the additional portion of the consultant costs in excess of the funds deposited with the Association in proportion to the Parties' original contributions towards the consultant costs.

5. General Provisions

A. Supersession. This Amended and Restated MOU supersedes and replaces the 2021 Amended and Restated MOU in its entirety. This Amended and Restated MOU is intended to be read in conjunction with the RWMG Agreement. If there are any conflicts between the terms and provisions of the RWMG Agreement and the terms and provisions of this this Amended and Restated MOU, the provisions of this Amended and Restated MOU will govern.

B. MOU Amendments: This Amended and Restated MOU may be amended or modified only by mutual written consent of all Parties.

C. Expiration: This MOU shall remain in full force and effect until January 1, 2027, unless otherwise amended or modified as set forth in Section 5.B.

D. Severability: If any provision of this Amended and Restated MOU is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Amended and Restated MOU shall be given effect to the fullest extent possible.

E. Notice:

1. Any correspondence, communication, or contact concerning this Amended and Restated MOU shall be directed to the contacts attached in Exhibit 2, which is attached hereto and incorporated herein as though set forth in its entirety.

2. Any Party may change its contact information by providing notice, in the manner set forth in Section 5.E.3, to all other Parties.

3. Notice will be deemed given upon personal delivery, five days after deposit in U.S. Mail (first class postage prepaid), or on the day of overnight delivery by a nationally-recognized carrier.

F. Authorized Agents: Each person signing this Amended and Restated MOU represents to have received from their representative governing body the necessary power and authority to bind the entity on behalf of which said person is signing, and each of the other Parties can rely on that representation.

G. Execution: This Amended and Restated MOU may be executed in counterparts, each counterpart being an integral part of this Amended and Restated MOU.

The Parties are each signing this Amended and Restated MOU as of the date set forth opposite the signature below.

DATE: _____

AGENCY: _____

By: _____

Print Name:

Title:

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

EXHIBIT 1

Integrated Regional Water Management Group Cost Allocation

Party	Percent Share by Party from the 2007 MOU	Contribution for IRWMP Updates
		Total
Antelope Valley-East Kern Water Agency	15.3846%	\$16,923
Palmdale Water District	18.4615%	\$20,308
Quartz Hill Water District	1.5385%	\$1,692
Littlerock Creek Irrigation District	1.5385%	\$1,692
Antelope Valley State Water Contractors Association*		\$0
City of Palmdale	15.3846%	\$16,923
City of Lancaster	13.8461%	\$15,231
County Sanitation District No. 14 of LA County	6.9231%	\$7,615
County Sanitation District No. 20 of LA County	6.9231%	\$7,615
Rosamond Community Services District	1.5385%	\$1,692
LA County Waterworks District No. 40	18.4615%	\$20,308
TOTAL	100%	\$110,000 **

* The Antelope Valley State Water Contractor’s Association is a joint powers authority comprised of Antelope Valley-East Kern Water Agency, Littlerock Creek Irrigation District, and Palmdale Water District. Because the Association’s members are also members of the RWMG, the Association will contribute \$0, and will have no share of any overage costs.

**This is a not to exceed total. Should the total contribution prove insufficient for the consultant work and or the USGS program funding, then a revised cost allocation will be developed and submitted to the parties for review and approval.

EXHIBIT 2
Integrated Regional Water Management Group Contacts

1) ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Matthew Knudson
General Manager
6500 West Avenue N
Palmdale, CA 93551
mkundson@avek.org

2) PALMDALE WATER DISTRICT:

Mr. Dennis LaMoreaux
General Manager
2029 East Avenue Q
Palmdale, CA 93550
dlamoreaux@palmdalewater.org

3) QUARTZ HILL WATER DISTRICT:

Mr. Brent Byrne
General Manager
5034 W. Ave L
Quartz Hill, CA 93536
brentb@qhwd.org

4) LITTLEROCK CREEK IRRIGATION DISTRICT:

Mr. James Chaisson
General Manager
35141 North 87th Street East
Littlerock, CA 93543
jchaisson@lrcid.com

5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

Mr. Robert Parris, Chairperson
c/o Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551
rparris@avek.org

6) CITY OF PALMDALE:

Ms. Lynn Glidden
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550
lglidden@cityofpalmdale.org

Exhibit 2

7) CITY OF LANCASTER:

Ms. Marissa Diaz
Director of Public Works
44933 Fern Avenue
Lancaster, CA 93534
mdiaz@cityoflanasterca.gov

8) COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY:

Mr. Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
rferrante@lacs.org

9) COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY:

Mr. Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
rferrante@lacs.org

10) ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Kim Domingo
General Manager
3179 35th Street
Rosamond, CA 93560
kdomingo@rosamondcsd.com

11) WATERWORKS DISTRICT 40:

Mr. Adam Ariki
Deputy Director
County of Los Angeles - Department of Public Works
Waterworks Division
P.O. Box 1460
Alhambra, CA 91802-1460
aariki@dpw.lacounty.gov



COMMISSION MEMORANDUM

DATE: June 13, 2024

TO: AVSWCA COMMISSIONERS

VIA: Ms. Pam Clark, Resource Manager

RE: *AGENDA ITEM NO. 9 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND INTEGRATED REGIONAL WATER MANAGEMENT PLANNING FOR THE PREPARATION OF PROPOSITION 1 ROUND 2 IMPLEMENTATION AND MULTI-BENEFIT DROUGHT RELIEF PROGRAM GRANT APPLICATIONS. (RESOURCE MANAGER CLARK)*

RECOMMENDATION:

Staff recommends that the Commissioners of the AVSWCA (Association) approve Amendment No. 2 to the Professional Services Agreement (PSA Amendment) with Woodard and Curran (Consultant) for continued support to the Antelope Valley Regional Water Management Group (RWMG) and grant administration for the Proposition (Prop) 1 Round 2 Implementation Grant award.

BACKGROUND:

The Antelope Valley Regional Water Management Group (RWMG) was awarded \$999,898 in Prop 1 Round 2 IRWM implementation funding in May 2023. This funding is in addition to \$3,895,595 in Prop 1 IRWM implementation funding awarded from the November 2019 grant application. Woodard & Curran has been providing grant administration for the Round 2 grant and ongoing support to the RWMG using their remaining budget under an existing Professional Services Agreement (PSA) that was initiated in March 2022, providing services beyond what was scoped. The Round 2 grant agreement term is until December 31, 2027.

The PSA Amendment provides a scope of work and fee estimate in the amount of \$61,280.00 for continuation of support services and Round 2 grant administration for the region and extends the term of their PSA to December 31, 2027. The estimated fee includes \$40,780 for coordination and project management, and \$20,500 for grant administration.

SUPPORTING DOCUMENTS:

- Proposed PSA Letter Amendment
- Original PSA entered on January 24, 2019
- PSA Amendment No. 2

March 29, 2024



Peter Thompson
Antelope Valley State Water Contractors Association
c/o Antelope Valley-East Kern Water Agency
6500 W Ave N
Palmdale, CA 93551

Subject: Proposal for Amendment for Grant Administration of the Antelope Valley IRWM Prop 1 Round 2 Implementation Grant and Ongoing Coordination Support

Dear Mr. Thompson:

Woodard & Curran is pleased to present this letter proposal to assist the Antelope Valley State Water Contractors Association (AVSWCA) in continued support to the Antelope Valley Regional Water Management Group (RWMG) and grant administration for the Proposition (Prop) 1 Round 2 Implementation Grant award under the CA Department of Water Resources' (DWR's) IRWM Program.

BACKGROUND

The Antelope Valley RWMG was awarded \$999,898 in Prop 1 Round 2 IRWM implementation funding in May 2023, in addition to \$3,895,595 in Proposition 1 IRWM implementation funding in the November 2019 grant application. The Round 2 grant has been fully contracted using funding under the existing Woodard & Curran contract but previously not scoped. The Round 2 grant agreement goes until December 31, 2027.

PROJECT TEAM

The project team that will be responsible for Prop 1 Round 2 Implementation Grant administration and additional Antelope Valley IRWM Group support includes myself as Principal in Charge and members of our support staff who are familiar with IRWM planning and grant administration. Our team brings history and experience with the Antelope Valley IRWM Region with our previous work on the Antelope Valley 2013 and 2020 IRWM Plan Update, Antelope Valley Prop 1E Grant application, and Prop 84 IRWM Round 2 and Round 3 Grant applications, and the Prop 1 Round 1 and Round 2 Grant applications.

Using some remaining budget, Woodard & Curran has already performed some work beyond that which was scoped for grant administration and IRWM A-Team quarterly calls under the existing contract. The attached scope of work and fee includes continuation of support services and grant administration support for the region. The scope of work is provided as Attachment A, the fee estimate is provided as

Attachment B. These documents reflect our most recent understanding of the tasks to be completed and our anticipated level of effort to assist AVSWCA in achieving its objectives. Please do not hesitate to contact me at 213-223-9469 or bdietrick@woodardcurran.com with any questions you may have. We look forward to continuing to work with you to implement these exciting projects.



Sincerely,

A handwritten signature in blue ink that reads "Brian A. Dietrick".

Brian Dietrick, P.E.
Senior Project Manager

Attachment A: Scope of Work and Budget



This scope of work describes the work items to be performed by Woodard & Curran in assisting with the Prop 1 Round 2 Implementation Grant administration and ongoing RWMG support. This scope amends Task 5 and adds Task 8 to be tracked separately from Prop 1 Round 1 grant administration. It is important to note that this scope and associated budget have been developed based on the Prop 1 Round 2 IRWM Implementation Grant Work Plan submitted with the grant application awarded in May 2023. It is possible that project implementation, project schedules, and coordination with DWR and project sponsors may change the need for grant administration activities. If budget and/or schedule changes impact grant administration an amendment to this contract may be needed.

Task 5 – Coordination and Project Management

Woodard & Curran will continue to provide RWMG meeting support and general project management for the contract. Meeting support is as needed, but for scoping purposes assumes eight meetings occurring over the next two years. If additional meeting support is needed, budget may need to be reallocated from other tasks or require an amendment. Project management assumes two years of project duration.

Subtask 5.1 – A-Team Calls and Stakeholder Workshops

Woodard & Curran will attend eight calls and/or workshops starting in June 2024 to maintain the RWMG, stakeholder groups, DACs/EDAs, and the general public involved in the IRWM Plan updates and grant processes. For each meeting, Woodard & Curran will be responsible for preparing, facilitating, and participating in discussions related to IRWM program and grant updates. If meetings revert back to in-person, the number of meetings supported would be reduced or more budget would be needed.

Deliverables

- Presentations and presentation handouts
- Minutes for eight meetings

Assumptions

- Meetings expected to be 1 hour in length and no more than 2 staff will attend virtually
- Budget includes preparation, meeting time, notes preparation, and coordination with IRWM group representative (currently Daniel Bradbury of LACWD)
- Meetings will be announced via the existing email distribution list

Subtask 5.2 – Project Management

Woodard & Curran will provide quarterly progress reports and schedule/budget tracking for up to two years under this contract. If additional time is needed, a budget amendment may be required.



Deliverables

- Quarterly progress reports

Assumptions

- Provides project management for up to two years at about two hours per quarter for progress reporting and status coordination.

Task 8 – P1R2 Grant Administration

Two projects and a grant administration project were awarded funding under the Prop 1 Round 2 IRWM Implementation program from DWR in May 2023. The grant administration project involves quarterly invoicing and progress reporting to DWR for all project proponents.

Woodard & Curran will compile invoices and progress reports for submittal to DWR via the AVSWCA. This includes collecting invoice and progress report documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet, as outlined in the Prop 1 Round 2 grant agreement. Woodard & Curran will discuss invoicing requirements with Local Project Sponsors, templates, and other relevant information needed to enhance invoicing processes for submittal to DWR. Woodard & Curran will also direct Local Project Sponsors to prepare final project completion reports for each project. Woodard & Curran will also help prepare the grant completion report.

Project completion reports will include documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables

- Invoices and associated backup documentation
- Compiled progress reports
- Final Grant Completion Report (assuming grant completion occurs within the assumed two year timeframe or budget remains beyond)

Assumptions

- Duration of invoicing, progress reporting, and closeout is assumed to be until December 2027. It is assumed that an amendment would be approved if the schedule is extended.

Budget

The successful Prop 1 Round 2 grant application includes \$20,534 of funding for grant administration. This scope of work was prepared to fit within that budget capacity through December 2027 and an estimation of two years of ongoing support for project management. A longer duration of project support may be possible with this proposed budget but may also need to be amended for lengthier duration of grant administration or increased coordination support for grant administration than

the assumptions herein. The total budget requested in this amendment is \$61,280. See Attachment B for budget breakdown.

Additional tasks and budget may be added upon approval by AVSWCA and the AV RWMG, as needed.



Schedule

The scope and budget assume up to December 31, 2027 for grant administration activities and two years from execution for other project management activities. A longer timeline may necessitate an amendment if insufficient budget remains after that timeframe.



Fee Estimate

Antelope Valley State Water Contractors Association Antelope Valley IRWM Grant Administration

Tasks	Labor				Total Hours	Total Labor Costs (1)	Total Fee
	Brian Dietrick	Josh Uecker	Planner 2	Naomie Pippet			
	PIC	PM	Planner	Support Team			
	\$365	\$330	\$240	\$120			
Task 5: Coordination and Project Management							
5.1 A-Team Calls and Stakeholder Workshops	8	20	24		52	\$15,280	\$15,280
5.2 Project Management	12	32	32	24	100	\$25,500	\$25,500
Subtotal Task 1:	20	52	56	24	152	\$40,780	\$40,780
Task 8: P1R2 Grant Administration							
Grant Administration	8	18	48	1	75	\$20,500	\$20,500
Subtotal Task 2:	8	18	48	1	75	\$20,500	\$20,500
TOTAL	28	70	104	25	227	\$61,280	\$61,280

1. The individual hourly rates include salary, overhead and profit.
2. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

**ANTELOPE VALLEY STATE WATER CONTRACTORS
ASSOCIATION**

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of January, 2019, by and between **Antelope Valley State Water Contractors Association, (“Association”)** and **Woodard & Curran, Inc.** an entity with a place of business at 888 South Figueroa, Suite 1700 Los Angeles, CA 90017 (“Consultant”). Association and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Association. A joint power authority created in 1999, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Association on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Engineering and Integrated Regional Water Management Planning** to public clients, is licensed in the State of California, and is familiar with the plans of the Association.

2.3 Project. Association desires to engage Consultant to render such services for the preparation of **Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Association all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Attachment “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2018** to **December 31, 2019**, unless earlier terminated as provided herein. Consultant shall

complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Association retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the Association and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Association shall respond to Consultant's submittals in a timely manner. Upon request of the Association, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the Association.

3.2.4 Substitution of Key Personnel. Consultant has represented to the Association that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the Association. In the event that the Association and Consultant cannot agree as to the substitution of key personnel, the Association shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Association, or who are determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Association. The key personnel for performance of this Agreement are as follows: **Brian Dietrick.**

3.2.5 Association's Representative. Association hereby designates **Matthew Knudson**, or his or her designee, to act as its representative for the performance of this Agreement ("Association's Representative"). Association Representative shall have the power to act on behalf of the Association for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Association Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Brian Dietrick** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the Association's staff in the performance of Services and shall be available to the Association's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Association, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Association, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Association, Consultant shall be solely responsible for all costs arising

therefrom. Consultant shall defend, indemnify and hold the Association, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Association that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Association that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Association to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) The Association, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) The Association, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Association, its officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Association; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions, except for Workers' Compensation and Professional Liability. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Association. Consultant

shall guarantee that, at the option of the Association, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Association, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Association.

3.2.10.8 Verification of Coverage. Consultant shall furnish the Association with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Association. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Association before work commences. The Association reserves the right to require complete, certified copies subject to necessary redactions of all required insurance policies, at any time during performance under this agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**Two hundred forty-seven thousand eighteen dollars**] (**\$247,018**) without written approval of the Association's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the Association a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the statement. The Association shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Association.

3.3.4 Extra Work. At any time during the term of this Agreement, the Association may order that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Association to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant be compensated for Extra Work.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. **Since** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **since** the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Association, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective April 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Association during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The Association may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the Association, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein and the Association has compensated Consultant as required in 3.5.1.1, the Association may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Association may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Antelope Valley State Water
Contractors Association
2029 East Avenue Q
Palmdale, CA 93550
Attn: Matthew Knudson

Consultant
Woodard & Curran
888 South Figueroa, Suite 1700 Los
Angeles, CA 90017
Attn: Brian Dietrick

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the Association to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property

embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that the Association is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Association. The Association shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Association’s sole risk. Any CADD data delivered to the Association shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant and marked in writing by the Association as "Confidential", or similar legend, in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the Association, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Association’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Association.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Association, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees,

agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including a reimbursement of reasonable attorneys fees and other related legal costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Association, its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Association, its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Association, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 The Association's Right to Employ Other Consultants. The Association reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the Association include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor, has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Association shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of the Association, during the term of his or her service with the Association, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Association. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION

WOODARD & CURRAN

By: 
MATTHEW KNUDSON
GENERAL MANAGER

By: 
BRIAN DIETRICK
SENIOR PROJECT MANAGER

Attachment A: Scope of Work and Budget

This scope of work describes the work items to be performed by Woodard & Curran in preparing an IRWM Plan update and Prop 1 Implementation Grant application. It is important to note that this scope and associated budget have been developed based on the 2016 Integrated Regional Water Management Grant Program Guidelines and Draft Prop 1 Implementation Grant Proposal Solicitation Package (PSP) released by DWR in October of 2018. It is possible that the application requirements may change with DWR's release of the Final PSP, presently scheduled for early 2019. If there are changes, Woodard & Curran will coordinate with AVSWCA to determine if adjustments to the contract, scope of work, etc. are necessary.

Task 1 – Basic IRWM Plan Update

For project proposals to be eligible for Prop 1 funding, the Antelope Valley IRWM Plan must be updated to comply with the recent IRWM 2016 Plan Standards.

Subtask 1.1 – 2016 Guidelines for Grant Compliance

Woodard & Curran will provide a basic update to the Antelope Valley IRWM Plan in compliance with the IRWM 2016 Plan Standards and prepare the Antelope Valley Region for Prop 1 funding. The main required updates to the 2012 IRWM Plan Standards are summarized below. **Bold** indicates DWR priorities for Round 1 Implementation Grants.

IRWM Plan Standards	2016 Updates to 2012 IRWM Plan Standards
Region Description	Update water quality to include nitrate, arsenic, perchlorate, or hexavalent chromium contamination.
Plan Objectives	Address changes in runoff and recharge, energy consumption, and options for carbon sequestration and renewable energy usage.
Resources Management Strategies	Include the CWP 2013 Resource Management Strategies Updates.
Project Review Process	Update project list and approval by Regional Water Management Group (RWMG).
Plan Performance and Monitoring	Add policies and procedures that promote adaptive management.
Local Water Planning	Develop and incorporate a Stormwater Resources plan if the Region expects to apply for grants related to stormwater and dry weather runoff capture projects.
Local Land Use Planning	Facilitate information sharing and collaboration with regional land use planning.
Climate Change	Address priority vulnerabilities, explore adaptations needed mitigate changes in runoff caused by climate change, and analyze the effects of sea level rise as they pertain to imported water supplies.

Deliverables

- Final updated AV IRWM Plan compliant with IRWM 2016 Plan Standards

Assumptions

- Requests for information will be responded to in a timely manner (assume two weeks for most types of data)
- Reviews of draft documents will be completed within two weeks

Subtask 1.2 – A-Team Calls and/or Stakeholder Workshops

Woodard & Curran will attend three stakeholder calls and/or workshops in 2017 to discuss IRWM Plan updates and program guidelines. Preliminary discussions regarding the project solicitation process and potential project proposals will be held during the calls/workshops in preparation for Prop 1 grant applications. The preliminary project solicitation activities include updating the status of projects already on Region's project list.

Deliverables

- Meeting agendas
- Updated contact list

- Presentations and meeting notes
- Meeting minutes
- Updated project status information for projects already on 2013 IRWM project list

Assumptions

- Meetings expected to be 2 hours in length and no more than 2 staff will attend in person
- Budget includes travel time and meeting time
- Meetings will be announced on the website and via the existing email distribution list

Task 2 – Full IRWM Plan Update

Woodard & Curran will conduct an extensive, full update of the Antelope Valley IRWM Plan so that the plan is reflective of the current conditions in the Region. The update is necessary for identifying pertinent water management issues and adjusting IRWM Plan objectives to better address existing Regional needs. The extent of the full update is defined below.

Subtask 2.1 – Supply/Demand Related Updates

Water supply and demand in the Antelope Valley IRWM Region will be reassessed using the most current data available. Updated calculations will reflect recent droughts, climate change impacts, population growth, and other relevant parameters. Updated knowledge on existing conditions will help inform water management decisions in the Antelope Valley Region.

Deliverables

- Updated water supply and demand calculations to be included in the IRWM Plan

Assumptions

- Updates will rely on updated 2015 Urban Water Management Plans and other existing data. No new data will be collected.

Subtask 2.2 – New Project Solicitation and Prioritization

Woodard & Curran will continue the solicitation process, prioritization process, and assessment process for the Region. This will aid with updating the current implementation and conceptual project lists found in the Antelope Valley 2013 IRWM.¹ The new project solicitation and prioritization process entails:

- Developing a project solicitation template that provides the RWMG with the necessary information to fully evaluate the proposed projects
- Distributing the project solicitation form to stakeholders via hard copy at workshops, by email request, and on the AV IRWMP website (AVWATERPLAN.ORG).
- Compiling project proposal solicitations and associated grant applications in an Excel database
- Assessing and adding new projects using the approved project prioritization criteria
- Reevaluating prioritized projects listed in the 2013 IRWM document
- “Retiring” projects that have been completed or are no longer relevant

An updated project list that is consistent with the adopted IRWM Plan will be presented to the RWMG and stakeholders for review. Once accepted, the implementation and conceptual project lists will be added to the Antelope Valley IRWM Plan.

Deliverables

- Project Information Template
- Database of submitted project proposals
- Draft and final project lists
- Updated prioritized implementation and conceptual project lists in Antelope Valley IRWM Plan

Subtask 2.3 – Draft 2018 IRWM Plan Update

Woodard & Curran will deliver a Draft IRWM Plan to the RWMG with updates including but not limited to the previous subtasks. Governance, region description, objectives, and other Plan standards will also be updated to better reflect the current conditions of the Region. The RWMG will review the draft and Woodard & Curran will incorporate comments as appropriate. The Draft IRWM Plan will then be made available for

¹ Woodard & Curran was granted a \$8,002 budget amendment from the City of Palmdale on 12/4/2018 to cover work performed in Subtasks 2.2 and 2.6 under the Basic IRWM Plan Update contract. This amendment has already been used to fund preliminary project solicitation efforts and database updates scoped in Subtask 2.2.

comment by stakeholders and the general public. Woodard & Curran will compile and respond to stakeholder and public comments for RWMG review.

Deliverables

- Draft Antelope Valley 2019 IRWM Plan
- Compiled public comments and responses

Subtask 2.4 – Final 2018 IRWM Plan Update

A Final IRWM Plan will be prepared incorporating RWMG, stakeholder, and public comments received during the public review period as needed. The Final 2019 IRWM Plan will best reflect the current conditions in the Antelope Valley Region and fully comply with DWR's 2016 IRWM Plan Standard Requirements.

Deliverables

- Final Antelope Valley 2019 IRWM Plan

Subtask 2.5 – Final Review and Coordination with DWR

Woodard & Curran will facilitate communication with DWR to verify compliance with IRWM Guidelines and eligibility for Prop 1 IRWM Implementation funding and address potential comments from DWR.

Deliverables

- Meeting minutes
- Response to comments

Subtask 2.6 – A-Team Calls and Stakeholder Workshops

Woodard & Curran will attend two² calls and/or workshops in 2018 and six in 2019 to maintain the RWMG, stakeholder groups, DACs/EDAs, and the general public involved in the IRWM Plan update process. For each meeting, Woodard & Curran will be responsible for preparing, facilitating, and participating in discussions related to IRWM Plan updates. Information to be added and/or updated in the Plan will be gathered from these meetings.

Deliverables

- Agendas for eight meetings
- Presentations and presentation handouts
- Minutes for eight meetings
-
- DAC and Tribal representative contact list

Assumptions

- Meetings expected to be 2 hours in length and no more than 2 staff will attend in person
- Budget includes travel time and meeting time
- Meetings will be announced via the existing email distribution list

Task 3 – Grant Application

Woodard & Curran will assist the Region in preparation of Prop 1. Implementation Grant applications. It is expected that DWR will provide Implementation Funding through two rounds. The budget for this Task currently assumes that application preparation will cost approximately \$20,000 per project and up to four projects for the two application rounds will be submitted, for a total Task budget of \$80,000.

Deliverables

- Grant application materials for up to four (4) projects seeking Prop 1 implementation funding

Assumptions

- Draft Prop 1 Implementation Grant PSP release is scheduled for Winter of 2018
- Final Prop 1 Implementation Grant PSP release is scheduled for early 2019

² Woodard & Curran was granted a \$8,002 budget amendment from the City of Palmdale on 12/4/2018 to cover work performed in Subtasks 2.2 and 2.6 under the Basic IRWM Plan Update contract. One of the two stakeholder meetings scoped in 2018 (10/17/2018) has already been billed to the amendment.

Budget

The original scope of work submitted in October 4, 2017, included the basic AV IRWM Plan update to comply with 2016 IRWM Plan Standards in addition to the full AV IRWM Plan update. The original scope of work had an estimated fee of approximately \$300,000. The first task of updating the plan to comply with 2016 IRWM Plan Standards has already been completed in addition to preliminary work scoped under Subtasks 2.2 and 2.6. This budget revision excludes the \$45,000 received for the Basic AV IRWM Plan Update as well as the additional \$8,002 budget amendment received from the City of Palmdale to fund preliminary work under Subtasks 2.2 and 2.6.

The remaining scope of work, as outlined herein, can be completed for an estimated budget of approximately **\$247,000**. A full Antelope Valley IRWM update (so that the plan reflects current regional conditions) is **\$166,400**. Grant application preparation is estimated at **\$80,600** based on the assumptions above. The table in Attachment B provides a detailed breakdown of this budget by task.

Schedule

Attachment C illustrates our proposed schedule for completing the tasks outlined in this proposal. The Schedule assumes that the final PSP will be released Summer 2019.



Fee Estimate

Antelope Valley Water Contractors Association Antelope Valley IRWM Plan 2019 Update

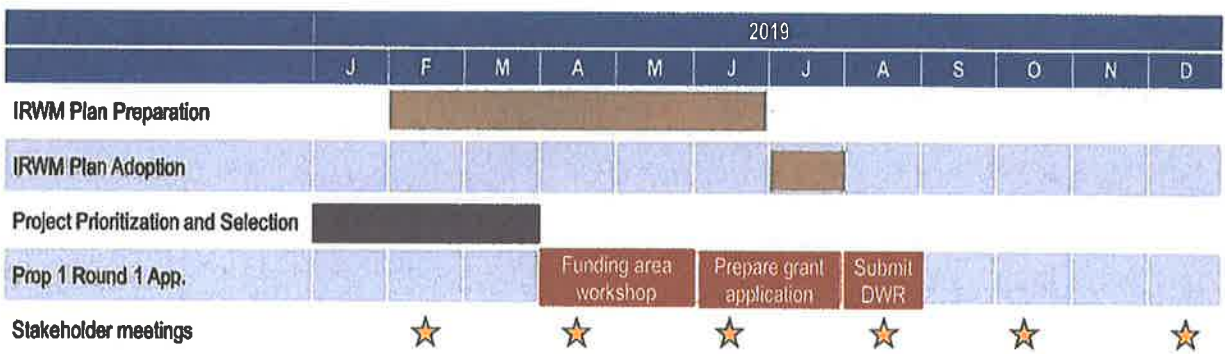
Tasks	Labor				Total Hours	Total Labor Costs (1)	Total Fee
	Gran Ornelas	Josh Uecker	Vanessa De Ando	Cathy Macken			
	PIC	PM	Planner	Support Team			
	\$266	\$206	\$182	\$106			
	\$282	\$221	\$182	\$110			
Task 1: Basic IRWM Plan Update							
1.1 2016 Guidelines for Grant Compliance	20	35	60		106	\$21,476	\$21,476
1.2 A-Team Calls and/or Stakeholder Workshops (3 - 2 hr meetings)	60	12	66	8	128	\$26,642	\$26,642
	Subtotal Task 1:	70	47	106	230	\$48,017	\$48,017
Task 2: Full IRWM Plan Update							
2.1 Supply/Demand Related Updates	32	45	80		157	\$31,929	\$31,929
2.2 New Project Solicitation and Prioritization	10	12	24		46	\$9,360	\$9,360
2.3 Draft 2018 IRWM Plan Update	32	45	80	1	158	\$32,039	\$32,039
2.4 Final 2018 IRWM Plan Update	32	45	80	1	158	\$32,039	\$32,039
2.5 Final Review and Coordination with DWR	10	8	4		22	\$5,236	\$5,236
2.6 A-Team Calls and Stakeholder Workshops	77	70	112	4.5	263.5	\$55,823	\$55,823
	Subtotal Task 2:	193	225	360	604.5	\$166,428	\$166,428
Task 3: Grant Application							
3.1 Round 1 Application 1	23	32	40	1	96	\$20,148	\$20,148
3.2 Round 1 Application 2	23	32	40	1	96	\$20,148	\$20,148
3.3 Round 2 Application 1 3	23	32	40	1	96	\$20,148	\$20,148
3.4 Round 2 Application 2 4	23	32	40	1	96	\$20,148	\$20,148
	Subtotal Task 3:	92	128	160	4	\$80,592	\$80,592
TOTAL	285	353	540	10.5	1188.5	\$247,018	\$247,018

1. The individual hourly rates include salary, overhead and profit.

2. Woodward & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

File Name, Version, and Date

Attachment C: Proposed Project Schedule



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT DATED January 24, 2019,
BETWEEN
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION AND WOODARD AND CURRAN,
INC.

THIS AMENDMENT NO. 2 to Professional Services Agreement for Professional Engineering Services for the Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications ("Amendment No. 2") by and between Antelope Valley State Water Contractors Association, a Joint Power Authority ("AVSWCA") and Woodard and Curran, Inc. ("CONSULTANT"), is made and entered into this 13th day of June, 2024.

A. Recitals.

(i) On or about January 24, 2019, AVSWCA and CONSULTANT entered into that certain agreement entitled "Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications" ("Agreement"), pursuant to which CONSULTANT provides Professional Engineering Services.

(ii) On or about December 10, 2020, AVSWCA and CONSULTANT executed Amendment No. 1 to the Agreement.

(iii) It is the intent of AVSWCA and CONSULTANT in executing this Amendment No. 2 to revise the Agreement in order for AVSWCA to obtain services for grant administration of the awarded AVIRWM Prop 1 Round 2 grants and continued coordination and project management.

B. Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Section 3.1.1. "General Scope of Services" of the Agreement is hereby amended by adding Attachment A- " Task 5-Coordination and Project Management (amended) and Task 8 – P1R2 Grant Administration".

2. Section 3.1.2. "Term" of the Agreement is hereby amended to December 31, 2027.

3. Section 3.3.1. "Compensation" of the Agreement is hereby amended as following:

"The total fee for the scope of work described in Attachment A is \$61,280.00, as detailed in the "Fee Estimate". The budget for this Amendment No. 2 will come from two sources: 1. \$20,500 will come from the AVIRWM Prop 1 Round 2 grant for grant administration and 2. \$40,780 will come from funds to be collected from the AVIRWM A-team members and project proponents. No additional "NOT TO EXCEED" compensation is authorized with this amendment."

4. Except as otherwise expressly amended herein, each and every term of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2, as of the date first written above.

AVSWCA

WOODARD AND CURRAN, INC.

By: _____
Peter Thompson, General Manager

By: _____



COMMISSION MEMORANDUM

DATE: June 13, 2024
TO: AVSWCA COMMISSIONERS
VIA: Mr. Peter Thompson II, General Manager, Mr. Tom Barnes, Assistant General Manager
RE: *AGENDA ITEM 10 – CONSIDERATION AND POSSIBLE ACTION ON THE SELECTION OF AN ENVIRONMENTAL CONSULTANT TO PERFORM CEQA WORK FOR THE LITTLEROCK CREEK RECHARGE PROJECT (ASSISTANT GENERAL MANAGER BARNES)*

RECOMMENDATION:

Staff recommends the Association select HELIX Environmental Planning, Inc. as the environmental consultant for the CEQA work required for the Littlerock Creek Recharge Project, using a portion of the restricted funds previously repurposed for the project. Contract amount not to exceed: \$ 21,800 .

Note: Any additional CEQA work required beyond the approved contract will be brought back to the Association board for consideration and approval.

BACKGROUND:

With the success of the Littlerock Creek Recharge Project by the Association's agencies in 2023, the Association's board authorized staff to continue to complete the work required to develop the project into a long-term option for local recharge. The latest MOU between the agencies for the Littlerock Project was approved in March 2024 and outlines the 50/50 cost share between AVEK and PWD for the development of the project. After repurposing funding from the Big Rock Creek site earlier in 2024, the Association has \$37,717.46 remaining in restricted funds held for the project. The current estimate for completion of the project is from \$7,500 to \$42,000.

The next step in the development of the Littlerock Project includes gaining environmental compliance with the help of a consultant. The Association members are responsible for fulfilling all the requirements of CEQA and any regulatory requirements related to the approved MOU or the Littlerock Project itself. The project involves the use of existing facilities (e.g. Littlerock Creek Irrigation District's SWP turnout) to recharge up to 15,000 acre-feet of Imported Water Supply into the Antelope Valley Basin. No new construction or alterations to the existing facilities would be required as part of the project.

A request for proposals was sent out to the five (5) qualified firms: Aspen, Compass, Helix, Provost & Pritchard, and Rincon. All these environmental firms have submitted proposals for CEQA work to the Association staff for review. Below is a summary comparison of the firms including their Projected Costs for the Scope of Work indicated.

AGENDA ITEM 10

June 6, 2024

Consultant Company (in alphabetical order)	Projected Costs			
	Notice of Exemption	Negative Declaration	Mitigated Negative Declaration	Other
Aspen Environmental Group (Aspen) Agoura Hills, CA	\$6,000	\$55,000 - \$65,000	\$55,000 - \$65,000	N/A
Compass Consulting Enterprises, Inc. (Compass) Avalon, CA	\$14,410	\$35,345	\$35,345	N/A
HELIX Environmental Planning, Inc. (Helix) La Mesa, CA	\$14,800	\$21,800	\$21,800	N/A
Provost & Pritchard Consulting Group (P&P) Visalia, CA	\$22,200	N/A	\$31,400	\$101,400 Full EIR (if Req'd)
Rincon Consultants, Inc. (Rincon) Los Angeles, CA	\$13,340	\$31,509	N/A	N/A

SUPPORTING DOCUMENTS:

Five (5) consultant proposals submitted for consideration for CEQA work.

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



June 4, 2024

Tom Barnes
Water Resources Manager
Antelope Valley-East Kern Water Agency
6450 West Avenue N
Palmdale, CA 93551

Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services for the Littlerock Creek Recharge Project

Dear Mr. Barnes:

HELIX Environmental Planning, Inc. (HELIX) is submitting this letter proposal/agreement (Agreement) to the Antelope Valley-East Kern Water Agency (Client) to provide environmental consulting services for the Littlerock Creek Recharge Project (Project) located near the City of Palmdale (City), Los Angeles County (County), California. The Project involves utilizing existing facilities, including Littlerock Creek Irrigation District's State Water Project (SWP) turnout, to recharge up to 15,000 acre-feet of SWP supplies in the Antelope Valley Basin via a natural creek (Littlerock Creek). HELIX understands that no construction or alterations to the existing facilities would be required as part of the Project.

SCOPE OF SERVICES

Task 1. Initial Study

HELIX will prepare an Initial Study (IS) in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Draft IS will include a description of the Project, an IS checklist, and supporting figures. The IS checklist will include detailed discussions of environmental resources or issue areas that may be significantly affected by the Project, as well as measures to mitigate those impacts to less-than-significant levels, as applicable. In addition, brief explanations of why the Project would not result in significant effects on other issues would be provided.

Impacts related to biological resources and cultural resources will be assessed using aerial imagery (e.g., Google Earth) and online databases, as necessary. Air quality, greenhouse gases, noise, and transportation will be addressed qualitatively based on readily available information and our experience with similar projects. It is assumed that the Client will provide sufficient information to address the geotechnical and hydrology/water quality sections of the IS. This scope does not include the preparation of separate technical studies by HELIX.

Based on the findings of the IS, a Notice of Exemption (NOE), Negative Declaration (ND), or Mitigated Negative Declaration (MND) will be prepared in conjunction with the IS, as detailed below.

Task 2. Notice of Exemption (optional)

Based on the results of the IS prepared under Task 1, HELIX will prepare documentation in support of a CEQA Common Sense Exemption for the Project. The NOE will provide information to support the conclusion that the Project qualifies for a common sense exemption per State CEQA Guidelines Section 15061(b)(3), which states that “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” For cost-estimating purposes, it is assumed that the summary document in support of the exemption will be brief (no more than five text pages and no more than three graphics), would not require any technical analysis, and that the document will be revised one time in response to Client comments. If it is determined that the Project does not qualify for the common sense exemption, HELIX will work with the Client to determine the appropriate CEQA documentation, and a contract amendment would be required.

HELIX will provide the Client with electronic copies of the draft NOE in Word and PDF formats for review and comment. As applicable, HELIX will provide the Client with a revised electronic copy for final review. This scope assumes that the Client will post the NOE with the Los Angeles County Clerk, conduct all coordination with other entities, pay the County Clerk’s filing fee, and publish the notice on their website.

Task 3a. Draft IS/ND or IS/MND (optional)

Based on the results of the IS prepared under Task 1, HELIX will prepare an IS/ND or IS/MND that utilizes the IS and includes mitigation measures to address impacts identified as potentially significant (for the IS/MND).

HELIX will submit the draft IS/ND or IS/MND electronically (in Microsoft Word and PDF formats). Upon incorporation of appropriate revisions, HELIX will prepare an electronic public review version of the document with appendices (as applicable) for submittal to the State Clearinghouse via the online CEQA Submit Database. A complete electronic version also will be provided to the Client.

HELIX will also prepare the Notice of Intent (NOI) to Adopt an ND or MND and submit an electronic version of this form to the Client for review. HELIX will prepare the mailing list of responsible agencies and landowners, submit the public review Draft IS/ND or IS/MND and NOI to the State Clearinghouse via the online CEQA Submit Database, and mail the NOI to up to 30 recipients (via regular mail). It is assumed that the Client will publish the NOI in a local newspaper, place copies of the IS/ND or IS/MND in local libraries (if needed), and file the NOI with the County Clerk.

Task 3b. Final IS/ND or IS/MND (optional)

In consultation with the Client, HELIX will respond to substantive comments received on the content of the Draft IS/ND or IS/MND during public review of the document. This scope assumes that the preparation of responses to comments would occur within the limits of a 12-hour professional staff budget. An introduction, the responses, and revisions to the Draft IS/ND or IS/MND (if needed) will be incorporated into the final document. One set of revisions, based on comments from the Client, will be completed by HELIX before completing the Final IS/ND or IS/MND. HELIX will produce an electronic copy of the final environmental document to the Client.

HELIX also will prepare the draft Notice of Determination (NOD) and submit it to the Client for review. Following the incorporation of comments from the Client and approval of the ND or MND, HELIX will submit the NOD to the State Clearinghouse. It is assumed that the Client will file the NOD with the County Clerk.

If applicable, HELIX will prepare a Mitigation Monitoring and Reporting Program (MMRP) for inclusion as part of the Final IS/MND. One set of revisions, based on comments from the Client, will be completed by HELIX before completing the MMRP and incorporating it into the final environmental document.

Task 4. Management/Meetings

HELIX will provide general services as the Project undergoes environmental processing. Management tasks will consist of formal and informal communication with the Project team. Communications typically include telephone conversations and email. For cost-estimating purposes, it is assumed that the Final IS/ND or IS/MND will be adopted within six months after notice to proceed, and that Project management will average three hours per month of the HELIX Project Manager's time.

This task includes one hour for a virtual meeting between the HELIX Project Manager and the Client to get a clear understanding of the Project, construction details, and impact area for the Project.

In addition to general Project management activities, HELIX will carefully maintain the administrative record through the duration of the CEQA process. HELIX will ensure the inclusion of reference material and Project milestone documents (e.g., notices) to provide a complete and well-organized record to the Client in high-resolution electronic format at the completion of the Project.

Attendance at public hearings is not anticipated to be required. If the Project team requests additional services that cause HELIX to exceed the time allocated for this task, additional authorization would be required.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed the totals listed below, which are provided in a breakdown by task. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1	Initial Study	\$7,400
2	Notice of Exemption (optional)	\$3,400
3a	Draft IS/ND or IS/MND (optional)	\$4,600
3b	Final IS/ND or IS/MND (optional)	\$5,800
4	Management/Meetings	<u>\$4,000</u>
	TOTAL without optional tasks	\$11,400
	TOTAL with optional task 2	\$14,800
	TOTAL with optional task 3	\$21,800

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are a material component of this Agreement.

- The Client will provide HELIX with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- Costs associated with public meetings, meetings, technical studies, biological surveys, and/or permit preparation and processing (“additional work”) are not included within the scope of services required of HELIX under this Agreement.
- The Client will pay any required California Department of Fish and Wildlife environmental review fees and County filing fees.
- Once preparation of the screencheck draft document has begun, no changes to the project design will occur such that major revisions to the project description or re-analysis of any environmental issue will be required.
- The Client will identify all potential off-site components associated with the project before HELIX conducts the site assessment.
- The Client is responsible for ensuring that technical reports that are provided to HELIX for the public record by any party not under subcontract to HELIX are consistent with the document accessibility requirements of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and any similar requirements.
- HELIX is committed to meeting accessibility requirements for the ADA and Section 508 of the Rehabilitation Act for public-facing digital document deliverables. Information presented from third-party sources (e.g., California Emissions Estimator Model outputs) and documents prepared using the strike-out underline feature, a standard for annotation of final CEQA documents, may not achieve the full level of accessibility.

EXECUTION OF AGREEMENT

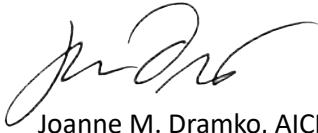
This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX’s receipt of this original, including any Exhibits, signed by an authorized representative of the Client.

Letter to Tom Barnes
June 4, 2024

Page 5 of 6

We look forward to working with you on this project. If you have any questions concerning this Agreement, please contact your Project Manager, Hunter Stapp or me at (619) 462-1515 or JoanneD@helixepi.com.

Sincerely,



Joanne M. Dramko, AICP
Environmental Planning Discipline Leader

Enclosures: Exhibit A, Terms and Conditions
 Exhibit B, Schedule of Fees

I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

Antelope Valley-East Kern Water Agency

A ____ corporation, OR a ____ limited liability company, OR a ____ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Agreement processing, the following information is **required**:

<u>Project Manager</u>	<u>Accounts Payable</u>
Name: _____	Contact/Name: _____
Address (if different from p.1) _____ _____	Address (if different from p.1) _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

Littlerock Creek Recharge Project

Please email/mail the signed Agreement and all pages to your HELIX Project Manager. If using your own contract format, please attach and return it with this Agreement.

For retainer payment, please remit to Stephanie Johnston, Controller:

Address: HELIX Environmental Planning, Inc.
ATTN: Controller
7578 El Cajon Boulevard
La Mesa, CA 91942
Email/Phone: StephanieJ@helixepi.com | (619) 462-1515

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

CONSULTING SERVICES

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates.

DIRECT COSTS

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt.

PROFESSIONAL RATES

Current hourly rates for consulting services:

Principal	\$290-310
Principal Planner	\$240-300
Principal Regulatory Specialist	\$240-300
Principal Biologist	\$235-300
Principal Acoustician	\$215-225
Principal Landscape Architect	\$190-225
Principal Cultural Resources Specialist	\$200-225
Safety Manager	\$215-225
Senior Noise/Air Quality Specialist	\$195-230
Senior Project Manager I-III	\$165-230
Senior Env Planner	\$150-170
Senior Scientist	\$160-210
Senior Regulatory Specialist	\$160-170
Project Manager I-III	\$135-185
Assistant Project Manager	\$100-145
Regulatory Specialist	\$110-160
Environmental Compliance Specialist	\$190-210
Environmental Planner I-III	\$105-135
Biologist I-V	\$100-170
Noise/Air Quality Specialist	\$135-155
Senior Archaeologist	\$125-170
Senior Architectural Historian	\$165-175
Senior Archaeology Field Director	\$135-145
Archaeology Field Director	\$125-135
Asst. Archaeology Field Director	\$95-115
Architectural Historian	\$120-155
Staff Archaeologist	\$90-135
Project Landscape Architect	\$130-160
Landscape Planner I-III	\$110-120
Landscape Designer	\$105-110
Senior GIS Specialist	\$160-190
GIS Specialist I-III	\$115-150
Graphics	\$115-125
Technical Editor	\$110-125
Operations Manager	\$100-140
Word Processor I-III	\$90-100
Clerical	\$75-85

Rates are subject to change on a yearly basis

FIRM OVERVIEW

HELIX Environmental Planning, Inc. (HELIX) is an employee-owned, environmental consulting firm established in 1991 with offices in San Diego, Los Angeles, Orange, Riverside, Sacramento, and Placer counties. HELIX's in-house services include the preparation of environmental documentation for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance; technical studies and analyses for biological and cultural resources, air quality/greenhouse gas (GHG), and noise; mitigation monitoring and compliance; regulatory permitting; landscape architecture; and native habitat restoration design, construction, and maintenance. The firm has extensive experience helping clients comply with local, state, and federal environmental laws and regulations; analyze and conduct impact assessments for natural and cultural resources; and navigate the complex world of regulatory compliance.

HELIX has provided environmental consulting services for more than 1,000 water infrastructure and management projects spanning potable, wastewater, and recycled water (to include water storage/reservoirs, treatment plants, pump/lift stations, pipelines, groundwater extraction/replenishment, wells, outfalls, canals, drainages, sewers, and emergency repairs). As a result, we have an intimate understanding of the types of environmental impacts typically associated with these facilities, as well as a toolkit of creative and practical measures to avoid, minimize, or mitigate environmental impacts.

Through HELIX's work as both a subconsultant and directly for water districts and local government water agencies, they have completed environmental documentation and provided environmental planning and compliance services for hundreds of water/wastewater projects throughout Southern California. These services have been provided for a variety of project types for water and sewer infrastructure, including water and wastewater master plans, reservoirs/storage tanks, lift and pump stations, new well construction, potable reuse facilities, groundwater recharge, pipelines, canals, flumes, groundwater management plans, tribal water rights settlement, and water rights transfers. HELIX has successfully provided environmental consulting services to Southern California water and wastewater districts and agencies through more than 50 on call/as needed contracts. HELIX has an excellent track record that includes on-call environmental services contracts with Padre Dam Municipal Water District, Otay Water District, Helix Water District, San Diego County Water Authority, Rainbow Municipal Water District, Carlsbad Municipal Water District, Oceanside Water Utilities Department, City of San Diego Public Utilities Department, Eastern Municipal Water District, The Metropolitan Water District of Southern California, Elsinore Valley Municipal Water District, and City of Riverside Public Utilities Department, among others. Many of these water districts have awarded multiple, consecutive contracts to HELIX as a result of the high-quality service that they consistently provide to their clients. HELIX has also worked on projects for the Antelope Valley-East Kern (AVEK) Water Agency including water banking and blending projects.



Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842

May 2, 2024
Rincon Project No. 24-16090

Peter Thompson, General Manager
Antelope Valley State Water Contractors Association
6500 West Avenue N
Palmdale, California 93551
Via email: pthompson@avek.org

Subject: Proposal to Provide Environmental Consulting Services for the Antelope Valley State Water Contractors Association Littlerock Creek Recharge Project, Los Angeles County, CA

Dear Mr. Thompson:

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal for environmental consulting services to Antelope Valley State Water Contractors Association (AVSWCA) for the Littlerock Creek Recharge Project (herein referred to as the “proposed project”). The proposed project involves utilizing an existing California Aqueduct turnout to convey up to 15,000 acre-feet of State Water Project supplies to Littlerock Creek for purposes of groundwater recharge to the Antelope Valley Basin. Water would flow from the existing, 20-cubic-foot-per-second turnout to a small, existing recharge pond, which would be allowed to overflow such that water would flow overland across a concrete road and into Littlerock Creek. All facilities, including the turnout, recharge pond, and road are currently owned by Littlerock Creek Irrigation District. State Water Project supplies utilized for groundwater recharge would consist of allocations held by Antelope Valley-East Kern Water Agency and Palmdale Water District (PWD). No modifications to the existing turnout or other ground-disturbing activities would be required. The groundwater recharge activities would be governed by a storage agreement with the Antelope Valley Watermaster, which would be responsible for the requisite groundwater accounting and monitoring. AVSWCA is seeking a consultant to assist the agency in complying with the California Environmental Quality Act (CEQA) for the proposed project.

Rincon’s team will be led by **Jennifer Jacobus, PhD, Principal-in-Charge**, and **Annaliese Torres, Senior Environmental Planner/Project Manager** along with our team of local environmental planners, biologists, and other staff. The Rincon team’s suite of relevant project experience that we will leverage in furtherance of successful project implementation includes the following:

- Jennifer and Annaliese are currently overseeing the CEQA and regulatory permitting processes for PWD’s Palmdale Ditch Conversion project, which involves converting 7.2 miles of the open-channel Palmdale Ditch to a buried pipeline and includes work near Littlerock Creek in the vicinity of Littlerock Reservoir. As a result of this project, the Rincon team is highly familiar with the biological resources considerations in the vicinity of the proposed project, particularly along Littlerock Creek.
- Jennifer has worked with PWD and the Palmdale Recycled Water Authority for over a decade on CEQA documents for PWD’s Water System Master Plan, Recycled Water Master Plan, and Strategic Water Resources Plan, as well as with the Sanitation Districts of Los Angeles County on the Palmdale Water Reclamation Plant 2025 Facilities Plan EIR. Throughout the course of her work with PWD, Jennifer collaborated closely with Matt Knudson, former Assistant General Manager at PWD and current General Manager of Antelope Valley-East Kern Water Agency.



- Our staff are well-versed in the local environmental landscape from our work on the Palmdale 2045 General Plan Update (Envision Palmdale 2045), the Antelope Valley Community College District's Facilities Master Plan, and several residential, industrial, and renewable energy projects, both in the city of Palmdale and the broader Antelope Valley. In particular, our biologists have substantial experience working with key, local special-status species such as burrowing owl, Western Joshua tree, Mohave ground squirrel, and Swainson's hawk, as well as navigating regulatory permitting processes for impacts to jurisdictional waters with the United States Army Corps of Engineers, California Department of Fish and Wildlife, and the Lahontan Regional Water Quality Control Board.
- Rincon currently holds or has recently held on-call and project-specific contracts with six State Water Project contractors (e.g., The Metropolitan Water District of Southern California) and provides environmental compliance services to several other water agencies that rely heavily on State Water Project supplies, such as Three Valleys Municipal Water District and Las Virgenes Municipal Water District. As such, we are highly familiar with the needs and priorities of State Water Project contractors and recipients and the uncertainties facing these agencies as annual State Water Project allocations become increasingly variable.

The following proposal describes our proposed approach and our cost proposal for the assignment.

Scope of Work

Based on our understanding of the proposed project and our familiarity with the project area, we believe the appropriate level of CEQA documentation will be either a Categorical Exemption (CE) or an Initial Study-Negative Declaration (IS-ND). However, the specific level of CEQA documentation will be confirmed in consultation with AVSWCA as CEQA lead agency and may include an Initial Study-Mitigated Negative Declaration or an Environmental Impact Report, depending on anticipated project impacts. In addition, if during the course of our preliminary research and technical analysis, it is determined through the environmental review process that the project may result in significant and unavoidable environmental impacts, we will notify AVSWCA immediately to determine a suitable course of action.

In addition, based on our current understanding of the proposed project, Rincon believes no regulatory permitting will be required from the United States Army Corps of Engineers, California Department of Fish and Wildlife, or Regional Water Quality Control Board because 1) no ground disturbance would occur; 2) the water delivered from the California Aqueduct for recharge would not contain waste or pollutants regulated under the federal Clean Water Act or the state Porter-Cologne Water Quality Control Act; 3) the volume of water to be discharged would be within the natural hydrologic variability of Littlerock Creek and is not expected to result in excessive erosion, flooding, or alteration of the channel form/location; 4) the channel is not expected to support special status aquatic or semi-aquatic species that could be flushed downstream by releases; and 5) discharges would be short-term and localized such that perennialization of the stream system would not occur. Therefore, this scope of work does not include support for regulatory permitting.

The following sections present our scope of work for preparing CEQA documentation for the proposed project.

Task 1 Consultation with AVSWCA on CEQA Approach

As discussed above, based on the project description provided and our familiarity with the general project area, the proposed project will likely require preparation of a CE or IS-ND under CEQA. However, the decision on the appropriate level of CEQA documentation for the project is ultimately the



responsibility of AVSWCA, as CEQA lead agency. Under this task, we will attend one virtual meeting with AVSWCA, assumed to be 45 minutes in length, to confirm the appropriate level of CEQA documentation.

Task 2 CEQA Documentation

Based on the outcome of consultation with AVSWCA on the appropriate CEQA approach for the proposed project, Rincon will prepare either a CE or an IS-ND, as outlined in the following sections.

Option 1 Categorical Exemption

The proposed project may be considered to constitute the conversion of an existing small structure from one use to another where minor or no modifications are made in the exterior of the structure. As such, the proposed project could qualify for use of a Class 3 CE (New Construction or Conversion of Small Structures) under CEQA Guidelines Section 15303. If AVSWCA determines a CE is the appropriate level of CEQA documentation, Rincon will prepare a Notice of Exemption (NOE) pursuant to CEQA Guidelines Section 15300. Rincon will also prepare a memorandum to accompany the NOE that briefly describes the compliance of the project with the applicable CE category(ies). The memorandum will also address project compliance with CEQA Guidelines Section 15300.2, which contains limitations on the use of CEs in certain circumstances and will contain a brief, focused analysis of potential project impacts to biological resources and hydrology/water quality. The analysis of potential impacts to biological resources will be based on a desktop-level review of existing databases and aerial imagery and will focus on the potential for aquatic and semi-aquatic special status species to be impacted by the proposed discharge. The analysis of potential impacts to hydrology/water quality will focus on comparing expected discharge rates, volume, and timing to existing data on historical Littlerock Dam releases and flows in Littlerock Creek, to be provided by AVSWCA. The purpose of this analysis will be to provide evidence that the volume of water to be discharged would be within the natural hydrologic variability of Littlerock Creek and thus would not be expected to result in excessive erosion, flooding, or alteration of the channel form/location. The analysis will also be intended to demonstrate that discharges would be short-term and localized such that perennialization of the stream system would not occur.

Upon project approval by AVSWCA, Rincon will file the NOE with the State Clearinghouse. However, because of the need for original signatures and the inclusion of filing fees, it is assumed AVSWCA will be responsible for filing the NOE with the Los Angeles County Clerk along with the required filing fees.

Option 2 Initial Study-Negative Declaration

Task 2.2A Administrative Draft IS-ND

Rincon will prepare an IS-ND for the proposed project. The CEQA analysis will discuss existing conditions, thresholds of significance for CEQA, methodology for impact assessments, and project-specific and cumulative impacts for the proposed project. Information will be gathered from the various online databases and other documents on file with AVSWCA and other agencies. Key issues in the IS-ND are anticipated to include biological resources and hydrology/water quality. Similar to Task 2 - Option 1, the analysis of potential impacts to biological resources will be based on a desktop-level review of existing databases and aerial imagery and will focus on the potential for aquatic and semi-aquatic special status species to be impacted by the proposed discharge. The analysis of potential impacts to hydrology/water quality will focus on comparing expected discharge rates, volume, and timing to existing data on historical Littlerock Dam releases and flows in Littlerock Creek, to be provided by AVSWCA. The purpose of this analysis will be to provide evidence that the volume of water



to be discharged would be within the natural hydrologic variability of Littlerock Creek and thus would not be expected to result in excessive erosion, flooding, or alteration of the channel form/location. The analysis will also be intended to demonstrate that discharges would be short-term and localized such that perennialization of the stream system would not occur.

Because the proposed project does not involve modifications to the existing turnout or any other construction or ground-disturbing activities, the analysis of the remaining 18 environmental resource topics will be streamlined, and no mitigation measures are anticipated to be necessary.

Task 2.2B Public Review Draft IS-ND

Rincon will respond to AVSWCA comments on the Administrative Draft IS-ND and incorporate revisions as needed. For the purposes of CEQA, Rincon will also prepare a Notice of Intent (NOI) to Adopt the ND for submittal to the Los Angeles County Clerk and State Clearinghouse as well as a Notice of Completion and Summary Form for submittal to the State Clearinghouse. Rincon will also provide an electronic version (PDF) of the Public Review Draft IS-ND for posting on the websites of AVSWCA and the State Clearinghouse. Rincon will file the NOI with the Los Angeles County Clerk and State Clearinghouse. If needed, Rincon can also assist in developing a mailing list for AVSWCA to use in distributing the NOI to responsible/trustee agencies and interested parties.

Task 2.2C Responses to Comments and Final IS-ND

Upon receipt of public comments on the Draft IS-ND, Rincon will prepare and submit an electronic copy of the draft responses to comments for AVSWCA's review, including any added or substantially revised sections of the Draft IS-ND that may be necessary. Based on the nature of the proposed project, we anticipate minimal public and agency interest in the project and thus assume up to three, short (less than two pages) comment letters will be received that can be adequately responded to in a maximum of 10 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. Because no mitigation measures are anticipated to be necessary, the Final IS-ND will not include a mitigation monitoring and reporting program. Rincon will provide an electronic version (PDF) of the Final IS-ND for posting on the websites of AVSWCA and the State Clearinghouse.

Rincon will complete a Notice of Determination (NOD) form for filing with the Los Angeles County Clerk and State Clearinghouse upon adoption of the IS-ND and project approval. Rincon will file the NOD with the State Clearinghouse. However, because of the need for original signatures and the inclusion of filing fees, it is assumed AVSWCA will be responsible for filing the NOD with the Los Angeles County Clerk along with the required filing fees.

Task 2.2D Assembly Bill (AB) 52 Consultation Assistance

Under AB 52, AVSWCA, as CEQA lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of an IS-ND. Rincon will assist AVSWCA with consultation under AB 52 by providing AVSWCA with letter templates, checklists, and detailed instructions to facilitate meaningful consultation with interested Native American groups can be completed in accordance with AB 52. Rincon will utilize a list of Tribes who have requested notification from AVSWCA pursuant to AB 52, if available, to prepare the letter templates. Otherwise, Rincon will contact the Native American Heritage Commission on behalf of AVSWCA to request a list of Native American contacts for the project site vicinity and utilize this list to prepare the AB 52 letter templates.



Task 3 Project Management

Under Task 3, Rincon will provide overall project management and coordination. The Rincon Principal-in-Charge and/or Project Manager will participate in up to three project status meetings via conference call for the proposed project. The project management task will also focus on maintenance of the project schedule and budget.

Assumptions

The following assumptions have been utilized in characterizing this scope of work and associated cost estimate:

- The project is not subject to compliance with the National Environmental Policy Act or National Historic Preservation Act because no federal funding or permitting will be required.
- Sufficient information about the project is available to create a well-defined project description at the time of kickoff. No changes to the project description will occur once AVSWCA has provided project information to Rincon. Substantial changes to the project description once Task 2 is underway may require a change order.
- The project will not involve ground disturbing activities. The volume of water to be discharged will be within the natural hydrologic variability of Littlerock Creek and will not result in excessive erosion, flooding, or alteration of the channel form/location. Discharges under the proposed project will be short-term and localized such that perennialization of the stream system will not occur. No new water rights will be required.
- No special-status semi-aquatic or aquatic species that could be flushed downstream by releases are present in Littlerock Creek, which will be confirmed via a desktop review of existing data and sources.
- No standalone technical studies will be prepared in support of the CEQA documentation.
- No cultural resources or paleontological resources records searches or biological/cultural resources field surveys will be conducted.
- No quantitative air quality/greenhouse gas modeling or noise measurements will be conducted.
- No hydrological or hydrogeologic analysis will be conducted in support of the CEQA documentation. The hydrology/water quality analysis will be based on existing hydrologic and groundwater data as well as the proposed schedule of discharges, all of which will be provided by AVSWCA.
- Under Task 2 – Option 2:
 - The environmental impact analysis will not identify the need for mitigation measures, and no mitigation monitoring and reporting program will be necessary.
 - AVSWCA will be responsible for completing the public noticing procedures described in CEQA Guidelines Section 15072(b).
 - Up to three brief (under two pages) comment letters will be received on the Public Review Draft IS-ND that can be adequately responded to in a maximum of 10 professional staff hours.
 - Costs for mailings, outreach, or additional consultation by Rincon under AB 52 are not included in this scope of work.
 - Attendance at meetings with interested tribes under AB 52 is not included in this scope of work.



- AVSWCA will grant permission to Rincon to serve as an Authorized Submitter through the State Clearinghouse’s CEQASubmit portal for the purposes of filing the NOE under Option 1 or NOI, Draft IS-ND, Final IS-ND, and NOD under Option 2.
- AVSWCA will file the NOE or NOD with the Los Angeles County Clerk and be responsible for payment of the NOE or NOD filing fees for the Los Angeles County Clerk and California Department of Fish and Wildlife.
- All deliverables will be provided electronically in PDF and/or Word format. This scope of work assumes Rincon will respond to one round of comments on each deliverable from AVSWCA. Comments will be consolidated in editable electronic format (i.e., as track changes in MS Word). Comments will require minimal revisions and will not necessitate new fieldwork or additional analysis. Following review, each deliverable will be finalized and submitted in electronic (PDF) format. No hard copies will be provided.
- This scope of work does not include digital accessibility compliance for project documents.
- Preparation of permit applications or technical studies related to species listed under the federal and/or state Endangered Species Acts, jurisdictional waters, or land use entitlements is not included in this scope of work.
- If Task 2 – Option 1 is pursued, this scope of work will be completed by the end of 2024. If Task 2 – Option 2 is pursued, this scope of work will be completed by early 2025. If the schedule is delayed due to factors outside Rincon’s control, a scope and cost amendment may be required.

Cost

As shown in Table 1, the estimated cost to complete our scope of work under Task 2 – Option 1 (Categorical Exemption) is **\$13,340.00**. The estimated cost to complete our scope of work under Task 2 – Option 2 (Initial Study-Negative Declaration) is **\$31,508.00**.

Table 1 Cost Summary

Task		Estimated Cost
Task 1	Consultation with AVSWCA on CEQA Approach	\$1,072.00
Task 2	CEQA Documentation	
Option 1	Categorical Exemption	\$8,666.00
Option 2	Initial Study-Negative Declaration	\$26,834.00
Task 3	Project Management	\$3,602.00
Total Option 1- CATEGORICAL EXEMPTION		\$13,340.00
Total Option 2 – INITIAL STUDY-NEGATIVE DECLARATION		\$31,508.00

Professional Services – This cost estimate is based on Rincon’s standard fee schedule and labor classifications. The above is provided as an estimate of Rincon’s effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation – Standard rates subject to escalation annually.

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Annaliese Torres at 657-999-8337 or atorres@rinconconsultants.com.



Sincerely,
Rincon Consultants, Inc.

Annaliese Torres

Annaliese Torres
Senior Environmental Planner

Jennifer Jacobus

Jennifer Jacobus, PhD
Principal, Water Planning and Sustainability

Attachments

Attachment 1 Rincon Standard Fee Schedule



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate			
	January 1 – December 31, 2024	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	\$319	\$330	\$342	\$366
Principal	\$307	\$318	\$329	\$353
Director	\$307	\$318	\$329	\$353
Senior Supervisor II	\$292	\$302	\$313	\$335
Supervisor I	\$272	\$282	\$292	\$313
Senior Professional II	\$255	\$264	\$273	\$293
Senior Professional I	\$238	\$246	\$255	\$273
Professional IV	\$211	\$218	\$226	\$242
Professional III	\$196	\$203	\$210	\$225
Professional II	\$174	\$180	\$186	\$200
Professional I	\$155	\$160	\$166	\$178
Associate III	\$130	\$135	\$140	\$150
Associate II	\$117	\$121	\$125	\$134
Associate I	\$109	\$113	\$117	\$125
Field Technician	\$94	\$97	\$100	\$108
Data Solutions Architect	\$196	\$203	\$210	\$225
Senior GIS Specialist	\$187	\$194	\$201	\$215
GIS/CADD Specialist II	\$167	\$173	\$179	\$191
GIS/CADD Specialist I	\$150	\$155	\$160	\$172
Technical Editor	\$147	\$152	\$157	\$168
Project Accountant	\$125	\$129	\$134	\$144
Billing Specialist	\$107	\$111	\$115	\$123
Publishing Specialist	\$120	\$124	\$128	\$137
Clerical	\$107	\$111	\$115	\$123

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11” by 17”	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

PROVOST & PRITCHARD CONSULTING GROUP

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www.provostandpritchard.com

June 3, 2024

Pam Clark
Antelope Valley-East Kern Water Agency
6450 West Avenue N
Palmdale, CA 93551

Subject: Environmental Compliance Documentation for Littlerock Creek Recharge Project, Los Angeles County, California

Dear Pam Clark:

Thank you for the opportunity to submit this proposal to provide environmental compliance documentation services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that Antelope Valley-East Kern Water Agency (AVEK) is seeking to recharge the groundwater aquifer with State Water Project surface water through an existing DWR turnout by way of Littlerock Creek. Approximately 20,000 acre-feet annually is estimated to be recharged during wet years. Recovery of this recharge water would occur through existing wells. A 10-percent leave-behind for the groundwater basin is assumed to be necessary for the Antelope Valley Water Master's approval. No construction activities would be needed to implement the project. As a result of the no construction activities, no technical studies are proposed at this time. Should technical studies be warranted after review from responsible, trustee, and state agencies, we will propose a scope and budget amendment.

SCOPE OF SERVICES

PHASE 1: PROJECT DESCRIPTION

Provost & Pritchard will participate in one (1) virtual video or teleconference call up to two (2) hours to establish roles, communication protocols, and discuss the Project to arrive at a clear and consider Project Description. This will be the basis of review for the CEQA process.

DELIVERABLE:

- Electronic copy of the Project Description

PHASE 2: INITIAL STUDY

After preparation of the Project Description, Provost & Pritchard will prepare an Administrative Draft Initial Study in accordance with Appendix G of the CEQA Guidelines. No technical studies are anticipated. One (1) round of review from AVEK is anticipated, and comments received will be consolidated into one Microsoft Word document with Track Changes enabled. Provost & Pritchard will make changes accordingly into a Draft Initial Study. Said Draft Initial Study will be sent out to responsible, trustee, and state agencies for 30 days. A Notice of Completion will be prepared for submittal onto the State Clearinghouse website. Tribes on AVEK's

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AB 52 list, in addition to those provided by the California Native American Heritage Commission will also be notified.

DELIVERABLE:

- Electronic copy of the Administrative Draft and Draft Initial Studies, and Notice of Completion

PHASE 3A: CATEGORICAL EXEMPTION

After agency and tribal review of the Initial Study, should it be determined that the Project would not result in significant environmental effects, Provost & Pritchard will prepare a Notice of Exemption supporting a Class 1 (Existing Facilities) Categorical Exemption finding. Provost & Pritchard will file the Notice of Exemption on the State Clearinghouse's website on behalf of AVEK.

DELIVERABLE:

- Electronic copy of the Notice of Exemption

PHASE 3B: MITIGATED NEGATIVE DECLARATION

Provost & Pritchard will prepare a Mitigated Negative Declaration (MND), should the Initial Study determine that the Project will have significant effect on the environment, but can be satisfactorily mitigated.

- Provost & Pritchard will prepare an Administrative Draft MND for AVEK review. One (1) round of review from AVEK is anticipated, and comments received will be consolidated into one Microsoft Word document with Track Changes enabled.
- Provost & Pritchard will make changes accordingly into a Draft MND. The MND, once reviewed by AVEK, will be submitted for public review through the State Clearinghouse and filed with the County Clerk. Provost & Pritchard will respond to up to three (3) public comments of mild complexity.
- Provost & Pritchard will file the applicable Notices with the State Clearinghouse.

DELIVERABLE:

- Electronic copy of the Administrative Draft and Draft Mitigated Negative Declaration
- Electronic copy of the Mitigation Monitoring and Reporting Program
- Electronic copy of the Notices of Completion, Intent to Adopt a Mitigated Negative Declaration, and Determination

PHASE 3C: ENVIRONMENTAL IMPACT REPORT

Should the Initial Study determine that the Project will have significant effect on the environment, but cannot be satisfactorily mitigated, Provost & Pritchard will prepare an Environmental Impact Report (EIR).

- Provost & Pritchard will conduct an in-person scoping meeting and prepare a post-meeting summary memo.
- Provost & Pritchard will prepare an Administrative Draft EIR for AVEK review. One (1) round of review from AVEK is anticipated, and comments received will be consolidated into one Microsoft Word document with Track Changes enabled. Provost & Pritchard will make changes accordingly into a Public Review Draft EIR.
- Provost & Pritchard will submit the Public Review Draft EIR for public review through the State Clearinghouse and filed with the County Clerk.
- Provost & Pritchard will respond to up to eight (8) public comments of mild complexity and address any errata in a Final EIR.
- Provost & Pritchard will prepare Findings of Fact, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations for AVEK's use.
- One (1) public meeting will be attended by Project Manager and one CEQA planner to discuss the findings of the EIR.
- Provost & Pritchard will file the applicable Notices with the State Clearinghouse.

DELIVERABLE:

- Electronic copy of the Scoping Meeting Summary Memo, Administrative, Public Review Draft, and Final EIRs, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program
- Electronic copy of the Notices of Preparation, Completion, and Determination

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in these Phases on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is that over the next 12 months, our fees will be \$22,200 to \$101,400. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated ranges above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

PROPOSED FEE	
PHASE	ESTIMATED FEE
Phase 1	\$2,400
Phase 2	\$18,000
Phase 3A (optional)	\$1,800
Phase 3B (optional)	\$11,000
Phase 3C (optional)	\$81,000
Total Estimated Fee	
with Categorical Exemption	\$22,200
with Mitigated Negative Declaration	\$31,400
with Environmental Impact Report	\$101,400

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency’s decision or because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the deliverable for initial submittal in the amounts of time listed below. If an additional submittal is required after initial review, we will be prepared to re-submit three to four weeks after we receive agency comments.

- Phase 1 – Project Description – Two (2) weeks
- Phase 2 – Initial Study – Eight (8) weeks
- Phase 3A – Categorical Exemption – One (1) weeks
- Phase 3B – Admin Draft Mitigated Negative Declaration – Four (4) weeks
- Phase 3C – Admin Draft Environmental Impact Report – Twelve (12) weeks

ASSUMPTIONS

- Due to the nature of the project, no technical studies are proposed at this time. Should technical studies be warranted after review from responsible, trustee, and state agencies, we will propose a scope and budget amendment.
- It is assumed that AVEK will file the Notices and pay the applicable filing fees with the County Clerk.
- AVEK will be responsible for selecting the scoping meeting venue and any local noticing.
- Comment letters prepared by attorneys are deemed not to be of mild complexity.
- No recirculation of the MND or EIR is anticipated.
- The project is not of statewide, regional, or areawide significance as defined by the CEQA Guidelines.

ADDITIONAL SERVICES

The following services are not included in this proposal, however, these and others can be provided at additional cost, upon request.

- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures, or requirements after the date of this agreement.
- Payment of all checking and inspection fees, zoning and annexation application fees, assessment fees, and all other fees, permits, title company charges, and all other similar charges not specifically covered by the terms of this agreement.

TERMS AND CONDITIONS

In order to convey a clear understanding of our mutual responsibilities under this proposal, our standard Consultant Services Agreement is attached. Please sign both of these documents and mail or email a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group

Jarred Olsen, AICP
Project Manager

Heather E. Bashian, RCE 73075
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By Antelope Valley-East Kern Water Agency

Signature

Printed Name

Title

Date

Environmental Consulting Services for CEQA Compliance

TO: Peter Thompson, General Manager
Antelope Valley State Water Contractors Association

FROM: Negar Vahidi, Executive Vice President

DATE: May 13, 2024

SUBJECT: Proposal to Provide Environmental Consulting Services for CEQA Compliance

In response to your April 8, 2024 request for a letter proposal, Aspen Environmental Group (Aspen) is pleased to submit this proposal to the Antelope Valley State Water Contractors Association (AVSWCA) to provide environmental consulting services for CEQA compliance. Aspen would assist AVSWCA with the CEQA planning phase to determine the most appropriate type of CEQA clearance document for the proposed Littlerock Creek Recharge Project (LCRP or Project).

Aspen understands that the LCRP would recharge groundwater storage in the Antelope Valley Basin with up to 15,000 acre-feet of water supplied from the State Water Project (SWP). The LCRP would utilize Littlerock Creek Irrigation District's SWP Turnout and would deliver the recharge via Littlerock Creek. The LCRP would utilize existing infrastructure and no construction or modifications of facilities are anticipated to occur under this Project.

Scope of Work

The following is Aspen's proposed scope of work and projected cost to support AVSWCA with the planning efforts to determine the best approach for CEQA compliance for the LCRP.

- **Project Management and Meetings.** Aspen will schedule a kick-off meeting with AVSWCA to introduce the Aspen Team and to discuss the proposed LCRP and associated activities that would need CEQA clearance. Based on information provided by AVSWCA, Aspen will develop a project description that describes all of the activities to occur as part of the LCRP. We anticipate submitting up to two (2) rounds of data requests to AVSWCA to gather sufficient project description information for the purposes of the CEQA analysis. In addition, Aspen will coordinate up to three (3), one-hour calls for participation by all three AVSWCA agencies to ensure approval of the project description and approach to CEQA compliance. Throughout the Project, Aspen will provide regular status updates via email to AVSWCA and will be available for CEQA planning meetings as needed.
- **CEQA Analysis and Recommendations.** Aspen recommends the use of the State CEQA Guidelines Appendix G (Environmental Checklist) as an Initial Study format to conduct a preliminary analysis of the anticipated environmental effects of the LCRP, as described in the approved project description from the above task. This approach will identify any issues of concern to determine the exact type of appropriate CEQA documentation necessary. Potential options for CEQA documentation include the following:
 - *Categorical Exemption:* If it is determined that that the Project qualifies for a categorical exemption under CEQA Guidelines Section 15300 (e.g., Class 1- Existing Facilities), Aspen will prepare documentation in the form of a technical memorandum that summarizes the Project's eligibility for the

exemption, the CEQA Exemption “exceptions,” and justification for the exemption. Aspen will also prepare the CEQA Notice of Exemption for AVSWCA’s procedural filing.

- *Negative Declaration or Mitigated Negative Declaration:* If the Project is not eligible for a CEQA categorical exemption, then the Initial Study analysis will be finalized to support a Negative Declaration (i.e., no mitigation required to reduce a potential impact) or a Mitigated Negative Declaration (i.e., mitigation proposed to reduce a potential impact to a less than significant level).

Projected Costs

The projected cost for providing environmental consulting services for CEQA compliance would depend on the type of CEQA clearance document that is developed for the Project, as follows:

- **Initial Study Preparation:** \$45,000 to \$55,000
- **Categorical Exemption:** \$6,000
- **Negative Declaration or Mitigated Negative Declaration:** \$10,000

June 3, 2024

Pam Clark
Executive Assistant
Antelope Valley-East Kern Water Agency
6450 West Avenue N,
Palmdale, CA 93551

**RE: Response to Request for Proposal
Professional Services for CEQA Services
Littlerock Creek Recharge Project**

Dear Robert:

Compass Consulting Enterprises, Inc (Compass) is pleased to provide this proposal for environmental compliance for the above-referenced Project to the Antelope Valley-East Kern Water Agency (AVEK) on behalf of the Antelope Valley State Water Contractors Association (AVSWCA).

Compass' scope of work includes providing the technical studies and California Environmental Quality Act (CEQA) clearances necessary for this project. AVEK will be the CEQA lead agency on behalf of AVSWCA.

PROJECT UNDERSTANDING

The AVSWCA is composed of AVEK, Littlerock Creek Irrigation District (LCID), and Palmdale Water District (PWD). These agencies have contracts with the State of California, Department of Water Resources (DWR) for entitlement to and delivery of water from the State Water Project of the California Aqueduct, which traverses the Antelope Valley. State Water Project entitlements for the AVSWCA agencies total 165,000 acre-feet per year.

AVSWCA proposes the Littlerock Creek Recharge Project (Project) that seeks to utilize existing infrastructure to recharge 15,00 acre feet per year (AF/Year), with no construction or modifications required to the existing infrastructure.

AVSWCA has completed a successful pilot project and now wishes to see an agreement with the AVEK watermaster and DWR to utilize the pilot recharge system as permanent recharge facilities.

PROJECT LOCATION

The Project location would occur in various facilities within the AVSWCA service boundaries.

SCOPE OF WORK

Compass' scope of work is designed to provide a CEQA compliance document that is legally defensible.

Task 1: Kick-off, Design Reviews, Site Visit, and Project Description

Task 1.1: Determination of a Project under CEQA

The first task is to determine if the Project qualifies as a Project under CEQA. Section 15378 of the CEQA Guidelines provides the following definition of a project: (a) “Project” means the whole of an action, which has a potential for resulting in either a **direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and** that is any of the following (emphasis added):

(1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvement to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100-65700.

(2) An activity undertaken by a person which is supported in whole or in part through public agency contacts, grants subsidies, or other forms of assistance from one or more public agencies.

(3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

Task 1.2: Evaluation of CEQA Compliance Document

Because the proposed Project facilities are existing, and there would be no new construction or very little modification required, Compass would meet with AVEK and AVSWCA to better understand how the Proposed Project qualifies as a Project under CEQA. Additionally, the AVSWCA needs concurrence/permit from DWR, which is a responsible agency under CEQA. As a responsible agency, DWR has the ability to rely on the AVSWCA CEQA document for issuance of its permit. Compass would meet with DWR to discuss the DWR permits that would be issued, and what level of CEQA compliance the DWR would accept once Project Description is more well defined.

AVEK has indicated that it has discussed use of a CEQA Exemption, under the CEQA Guidelines Section 15301, Class 1 – Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration to the use of Class 1 is whether the project involves **negligible or no expansion of use** (emphasis added). It should be noted that “pilot” projects are considered temporary and exploratory with the assumption that if the pilot project is not successful, the facility would be returned to its pre-testing state. Therefore, they are typically not treated as an “existing facility” for CEQA purposes because there has been modification for a different use that is temporary.

Therefore, as part of Compass’ scope of work for this task, Compass would conduct interviews AVSWCA to understand the previous use of the facilities, prior to the pilot project, and if the permanent project represents an “expansion of use.” Additionally, maintenance and operations of the facilities pre-Project and post-Project would need to be compared to determine if there is additional basin grading, for example, or infrastructure maintenance that would be required to ensure that recharge is maintained at expected levels.

Therefore, until a complete Project Description and technical studies of the Project and facilities can be completed, Compass recommends that an Initial Study be performed to analyze the permanent impacts of the Project. Compass anticipates that the result of the analysis would be a Negative Declaration (ND) or Mitigated Negative Declaration (MND). Compass believes that an Initial Study/ND/MND is the correct CEQA document for this Project given its significance as a regional recharge system, even though no physical changes in the environment are foreseen. This level of document would afford the AVSWCA the public transparency intended by CEQA.

However, if after review of the Project and technical studies it is determined that a lesser environmental compliance document, such as a CEQA Exemption Justification, would be sufficient, Compass would discuss with AVEK and AVSWCA and the DWR. If the agencies are in agreement, Compass would reduce the scope of work and cost to that which is necessary to provide CEQA compliance documentation.

Task 1.3: Prepare Project Description

The Project Description serves as the basis for all of the CEQA technical studies, analysis documentation and any follow-on permitting. A thorough Project Description helps the project proceed smoothly and will ensure that the CEQA documents and permitting are assessing the same parameters. Compass will work with AVEK and AVSWCA to prepare a thorough Project Description that will cover all aspects of the Project. Compass will attend a kick-off meeting with the Project Team, as well as conduct a field review, to finalize the Project Description and document the environmental conditions. Compass will prepare a Project Description for use in the CEQA Initial Study.

This deliverable assumes two sets of revisions, and the AVEK and AVSWCA final approval of the Project Description.

Task 2: Technical Studies

Compass would complete the following additional studies which are required to support the Initial Study analysis. Once the Project Description is better defined, the scope of the technical studies would be determined, but in general would include the following as they are identified in this task. Additionally, should the scope of work be revised to a lesser CEQA document, some technical studies would still be required to demonstrate compliance with the use of a CEQA Exemption in accordance with Section 15300.2- *Exceptions* which are generally:

- Project Location (for Classes 3, 4, 5, 6 and 11)
- Cumulative Impact of successive projects of the same type in the same place.
- Significant Effect due to unusual circumstances (generally used for biological or other resources that may be impacted that are unique to the Project Description)
- Scenic Highways
- Historical Resources

It should be noted that it is assumed that AVSWCA would conduct, or has conducted, engineering studies as required, such as hydrology, groundwater impacts (specifically mounding and/or subsidence), and any other studies that may be required that determine that there are no long-term impacts from the

engineering aspects of the Project. Compass has recent experience with the DWR permitting a recharge project for another water agency, and the DWR comments were unexpectedly fairly significant.

In preparing this proposal, Compass did not have the acreage of each of the facilities proposed to be utilized for the Project. As such, *for scope and cost estimating purposes, it is assumed that each facility would be approximately 10 acres and include creek and recharge resources in three locations for a total of 30 acres.* As more is known about the facilities and the Project Description is more defined, Compass reserves the right to scale up or down the scope and cost of the technical studies based on the actual acreage of the existing facilities.

The technical studies relevant to this Project at this time include but are not limited to:

Task 2.1: Air Quality, Greenhouse Gas Assessment, Energy. The Initial Study requires evidence of the emissions and energy requirements for operations. Compass would utilize the expert services of subconsultant *MD Acoustics* to perform this assessment.

In general, the scope of services includes the following:

- Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area and identifying applicable rules, plans and thresholds of significance.
- Identify construction-related air quality impacts from associated construction activities at the project site which may include demolition, import/export of fill dirt, mass grading, etc.
- Quantify and disclose greenhouse gas (GHG) emissions that will be emitted as a result of construction activity. The analysis will discuss project design/mitigation measures that will help reduce greenhouse gas emission resulting from the proposed project and determine if the project has a significant impact on greenhouse gas emissions.
- Summarize the results of the study in an air quality and greenhouse gas evaluation report addressing the potential impacts associated with the development. These reports will also summarize the recommended air quality and greenhouse gas mitigation measures applicable to the proposed project.
- Climate Action Plan – this is an analysis of the Project’s consistency with the County’s Climate Action Plan.

Task 2.2: Biological Resources. While the Project would occur in existing facilities, the action of placing these facilities in service as permanent recharge facilities would need to be evaluated to ensure that no endangered or sensitive species would be in the area that could be impacted by the action. It is not known if these existing facilities have been evaluated for sensitive resources and/or if any protective measures are in place and maintained. The scope of work for this task includes literature review and field surveys of each of the facilities identified for use as the permanent project. As stated above, for scope and cost estimating purposes, it is assumed that a total of 30 acres of facilities would be evaluated, but the scope of work and cost would be scaled up or down, depending on the final Project Description. Compass would utilize the expert services of subconsultant *Jennings Environmental* to perform this assessment.

Task 2.3: AB/52 and Cultural Resources. This study would evaluate if any of the Project components would result in impacts to historic resources. While it is understood that these are existing facilities, the

past maintenance, access roads, and other information is not known at this time. Therefore, the scope and cost for this study is more broad. The scope of work for this task includes literature review and field surveys of each of the facilities identified for use as the permanent project. As stated above, for scope and cost estimating purposes, it is assumed that a total of 30 acres of facilities would be evaluated, but the scope of work and cost would be scaled up or down, depending on the final Project Description. Compass would utilize the expert services of subconsultant *CRM Tech* to perform this assessment.

Additionally, because the CEQA compliance document is an Initial Study, AVEK, as the Lead Agency, is required to conduct tribal consultation. Compass would assist AVEK with Tribal Consultation, but the consultation should be between AVEK and the Tribes.

Task 3: Prepare CEQA Initial Study

Compass will prepare an Initial Study for the Project, using the latest CEQA Guidelines checklist with mitigation and supporting documentation as required. AVEK and AVSWCA staff will review and comment on the draft Initial Study, and comments will be incorporated into a second version of the draft. The CEQA document will analyze the Project under the following criteria, as required by the CEQA Guidelines:

- Aesthetics
- Agriculture and Forestry
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use /Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Traffic and Circulation
- Tribal Cultural Resources
- Utilities
- Wildfire
- Mandatory Findings of Significance

This task assumes up to two rounds of revisions.

Task 4: Notices and Circulation for Public Review

Upon approval of the Initial Study (IS) for public review, Compass will finalize the document and prepare notices for the AVEK to conduct a 30-day public review. Our cost estimate includes the preparation of the Notice of Completion and Notice of Intent/Notice of Availability and circulating the document through the State Clearinghouse and mailed to surrounding property owners. The AVEK and AVSWCA will notify the general public by preparation of and posting of a legal notice in the local newspaper.

Task 5: Final CEQA Documents

Upon completion of the public review period, Compass will review any public comments received on the document and discuss any substantive changes that should be made to the project or the IS as a result of the comments received. Compass will make any revisions to the IS as determined necessary and prepare a

Mitigation Monitoring and Reporting Program and Mitigated Negative Declaration (MND). Compass will prepare the Notice of Determination (NOD) to be filed with the County Clerk of the Board.

Task 6: Project Management, Meetings and Public Hearing

Compass recommends our attendance at up to three meetings with AVEK and AVSWCA staff throughout the project design and environmental review process. This scope assumes phone/virtual meetings. In addition to meeting attendance, project management activities will include schedule management, contract and subcontract management, and document reviews. Compass will coordinate with the AVEK and AVSWCA throughout the project to discuss results of analyses, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. This task also assumes Compass’s attendance at one public hearing to assist the AVEK and AVSWCA during the adoption of the IS/MND and assumes this meeting would be virtual attendance.

ESTIMATED COST

Compass’ cost estimate is designed to save the client time and money by offering a flat rate for services. The base cost for our services is identified in Table 1.

Table 1: Cost Estimate – CEQA IS/ND/MND

Task/ Subtask	Description	Principal /Project Mgr	GIS	Compass Hours	Compass Cost	Subtotal Subconsul Cost	Total Cost
	Labor Rates	\$185.00	\$120.00				
Task 1	Kick-off, Design Reviews, Site Visit, and Project Description	30	8	38	\$6,510	\$0	\$6,510
Task 2	Technical Studies						
2.1	Air Quality/GHG/Energy					\$12,500	\$12,500
2.2	Biological Resources					\$27,000	\$27,000
2.3	Cultural Resources/AB 52 Assistance					\$32,000	\$32,000
Task 3	CEQA Draft Document Preparation	40	2	42	\$7,640	\$0	\$7,640
Task 4	Notices and Public Review	10		10	\$1,850	\$0	\$1,850
Task 5	Final CEQA Document	8		8	\$1,480	\$0	\$1,480
Task 6	Project Management, Meetings						
	Project Management, Meetings	40		40	\$7,400	\$0	\$7,400
	Subconsultant Coordination and Management	40		40	\$7,400	\$0	\$7,400
TOTAL COST		\$31,080	\$1,200		\$32,280	\$71,500	\$103,780

ESTIMATED SCHEDULE

Compass can begin the work within 10 days upon receiving a notice to proceed. The Project Description is the most critical and will begin immediately upon receiving a Notice To Proceed. Compass will work expeditiously as we understand this Project is important to you. Technical studies will be completed first, and the CEQA Initial Study will be completed following the receipt of all of the technical studies. Figure 1, located at the end of this proposal, identifies a potential project schedule.

ALTERNATE SCOPE – CEQA EXEMPTION JUSTIFICATION

If after completion of the Project Description, applicable technical studies, and discussions with DWR and other stakeholders as required it is determined that a CEQA Exemption would be the appropriate document, Compass would revise the scope of work and cost to the following tasks. Compass reserves the right to modify the scope of work and cost once more becomes known.

For scoping purposes, it is assumed that the Project would qualify as an Exemption under 4 CCR, Chapter 3, Article 19, Section 15401 Class 1 “Existing Facilities.” This class of exemption allows for the minor alteration of existing private facilities, involving negligible or no expansion of use.

Therefore, based on Compass’ review of the criteria in Appendix G of the CEQA Guidelines, it appears no mitigation would be required for any criterion.

Note that a CEQA Exemption does not require circulation for public comments. If AVEK is aware of any public controversy, or any public outcry that may be a result of the project, Compass would recommend reaching out to those stakeholders to let them know of the Project.

Task 1 - Kick-off, Design Reviews, Site Visit, and Project Description

This task would remain as scoped and budgeted in the Task 1 IS/ND/MND scope above.

Task 2 – Technical Studies

This task would remain as scoped and budgeted in the Task 2 IS/ND/MND scope above.

Task 3A – Preparation of Exemption Findings Justification (Substitute Task)

For this task, Compass will prepare a CEQA Exemption Findings Justification document, as well as the Notice of Exemption. Although this document is not required by CEQA, supporting the Administrative Record for the Project is a CEQA Requirement.

Compass’ CEQA Exemption Findings Justification document consists of the following sections:

- **Project Description.** This section is a very thorough project description which includes the design, construction and operations of the project. It serves as the basis for the finding. It will include all environmental protective measures that will be used during construction and operations. The environmental protective measures are generally standard measures, and not mitigation. If mitigation is needed to reduce the level of impacts, the project cannot qualify for an exemption.
- **Regulatory Summary.** This section identifies the requirements for a project, use of CEQA Exemptions, and the Exceptions to the Exemptions.
- **Exemption Consistency Evaluation.** This section describes which class of CEQA Exemption would be appropriate and an explanation as to why the Exemption is appropriate.

- **Exceptions to Exemptions Consistency Evaluation.** The Exception criteria that will be addressed and analyzed in the Exemption Justification Finding document include the following, which are directly from CEQA Guidelines Section 15300.2:

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

- **Environmental Analysis Determination.** This section summarizes the class of Exemption and summarizes the findings from the Exceptions tests.
- **Environmental Analysis Certification.** This section makes a finding that that project is consistent with the use of an exemption, and that the entity will file a Notice of Exemption with the appropriate agencies. The certification can be signed by the AVEK's general manager or lead staff member.

This deliverable assumes one set of consolidated revisions.

Task 4 – Notices and Public Review (deleted)

This task would be eliminated from the IS/ND/MND Scope of Work as it is specific to the IS/ND/MND process.

Task 5A – Final CEQA Document (Substitute Task)

Compass will prepare and file the Notice of Exemption with the State Clearinghouse and with the Clerk of the Board of Supervisors. The Exemption finding does not need an AVEK Board action. However, it is recommended for Project transparency

Task 6: Project Management

This task would remain as scoped and budgeted in the Task 6 IS/ND/MND scope above.

ALTERNATE COST – CEQA EXEMPTION JUSTIFICATION

Table 2 identifies the estimated cost for preparing the Exemption Justification.

ALTERNATE SCHEDULE - CEQA EXEMPTION JUSTIFICATION

Compass can begin the work within 10 days upon receiving a notice to proceed. The Project Description is the most critical and will begin immediately upon receiving a Notice To Proceed. Compass will work expeditiously as we understand this Project is important to you. Technical studies will be completed first, and the CEQA Initial Study will be completed following the receipt of all of the technical studies. Figure 2, located at the end of this proposal, identifies a potential project schedule for the alternative scope of work. As identified in the figures, a CEQA Exemption may not save a significant amount of money, but would save considerable time.

Table 2: Cost Estimate – Exemption Justification

Task/ Subtask	Description	Principal /Project Migr	GIS	Compass Hours	Compass Cost	Subtotal Subconsul Cost	Total Cost
	Labor Rates	\$185.00	\$120.00				
Task 1	Kick-off, Design Reviews, Site Visit, and Project Description	30	8	38	\$6,510	\$0	\$6,510
Task 2	Technical Studies						
2.1	Air Quality/GHG/Energy					\$12,500	\$12,500
2.2	Biological Resources					\$27,000	\$27,000
2.3	Cultural Resources/AB 52 Assistance					\$32,000	\$32,000
Task 3A	CEQA Draft Document Preparation	20	2	22	\$3,940	\$0	\$3,940
Task 4	Notices and Public Review			0	\$0	\$0	\$0
Task 5A	Final CEQA Document	4		4	\$740	\$0	\$740
Task 6	Project Management, Meetings						
	Project Management, Meetings	20		20	\$3,700	\$0	\$3,700
	Subconsultant Coordination and Management	40		40	\$7,400	\$0	\$7,400
	TOTAL COST	\$21,090	\$1,200		\$22,290	\$71,500	\$93,790

COMPASS EXPERIENCE

Compass has worked directly with AVEK on numerous projects for approximately the past five years and has a good working relationship with its staff. The following will serve as the single point of contact for the AVEK:

Julie Gilbert, President
 Compass Consulting Enterprises, Inc
 Email: julie@compass-consultinginc.com / Phone: (909) 496-5960

Compass provides in-house project management, environmental planning, and technical writing and editing. For specific technical areas including air quality/greenhouse gas, energy, cultural resources, traffic, hazardous materials, and other engineering services that we do not provide in house, our project managers hand-pick highly qualified and cost-effective technical partners that best fit the individual project needs. The ability to choose our technical partners based on project need and cost ensures that our clients are getting the highest level of expertise for the project needs at the most competitive rates.

Proposed Personnel

Julie Gilbert, President – Principal/Project Manager



Since 1991, Ms. Gilbert has been an environmental planner and project manager with special expertise in CEQA, regulatory compliance, communication/ facilitation for resolution of environmental issues, and public image management. She has authored environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, the community, and decision-makers in finding solutions to complex problems. She negotiates with regulators at the federal, state and local level. In her career, she managed community affairs for the Department of Public Works for the City of Houston, managed community affairs in the High Desert area of Southern California for Southern California Edison (SCE), had been a lead senior planner for SCE for four years, and was a lead senior planner for the County of San Bernardino Department of Public Works for the Flood Control District, Transportation Department and Solid Waste Management Division for 10 years. Her duties throughout her over 25-year career have included CEQA compliance document preparation, regulatory permit acquisition, environmental project management, preparing constraints analyses, preparing impact analyses, preparing mitigation plans, negotiating mitigation compliance with various agencies, and managing public input and public image.

Ms. Gilbert’s depth of expertise includes the following key areas:

- CEQA/NEPA Preparation
- Jurisdictional Waters Permitting
- Mitigation Plan Development
- Public Engagement
- Regulatory Program Development
- Document QA/QC/Third Party Review

Subconsultants

Air Quality/GHG/Climate Change/Energy: MD Acoustics



MD Acoustics, LLC provides consulting services for all facets of air quality / greenhouse gas and energy consumption evaluations and noise/vibration engineering audio control and. Located in Simi Valley, CA and Phoenix, AZ, its clients range from the aerospace industry to municipalities to private land developers. MD Acoustics has completed numerous assessments and designs throughout California, Arizona and the western US. MD Acoustics incorporates engineering expertise and professionalism with innovative problem solving. The result is an acoustical engineering firm that provides accurate, timely and cost-effective solutions.

For Air Quality and GHG and Energy analyses, MD Acoustics provides services to meet national, state and various local compliance standard requirements. Services range from transportation and construction development projects to long-term stationary and mobile source emitters. In determining potential air quality impacts, MD Acoustics utilizes industry-standard models to study the source-specific pollutant emissions. MD Acoustics staff has extensive experience using United States Environmental Protection Agency (US EPA) Air Dispersion models, including AERMOD and SCREEN3; and air quality Models accepted for use in California including CalEEMod, EMFAC, CALINE4 and URBEMIS.

Biological Resources: Jennings Environmental, Eugene Jennings, President



Jennings Environmental provides general biological and habitat assessment services, nesting bird surveys, as well as sensitive species surveys where a special permit is not required by the agencies. Jennings Environmental also very competitive rates for construction monitoring and is based in Yucaipa, which provides easy access to the AVEK service territory. Ms. Gilbert worked with Jennings Environmental President Eugene Jennings for several years while at another Inland Empire consulting firm. Mr. Jennings has nearly eight years of experience in natural resource management, special status species survey, regulatory permitting, compliance documentation, and construction monitoring, he has excellent knowledge of State and federal natural resources laws and compliance documentation. Mr. Jennings obtained his BS in Biology from Cal State San Bernardino and his MBA from University of Phoenix. He has proven experience and long-term relationships with key staff at involved public agencies which he regularly interfaces with, including the BLM, USFS, FHWA, Corps, USFWS, CDFW, SWB, RWQCB. Prior to forming Jennings Environmental, LLC in 2020, he had served as water quality manager for the Arrowhead Lake Association (2007-2016), a Lead Biologist at a leading environmental consulting firm (Jericho Systems, Inc 2016-2018) in San Bernardino County and an Environmental Planner for the Riverside County Flood Control and Water Conservation District (2018-2021).

Cultural Resources: CRM Tech



CRM TECH is a full-service cultural resources management consulting firm that has been providing our services to a wide variety of public agencies, environmental firms, private developers, and individuals since being founded in 1993. CRM TECH has completed more than 2,200 cultural and paleontological resources studies throughout the State of California, the majority of them in southern California. These jobs were completed according to guidelines of the California Environmental Quality Act (CEQA), the National Historic Preservation Act (NHPA), and/or the National Environmental Policy Act (NEPA), as well requirements of specific public agencies (e.g., Caltrans, Bureau of Land Management, various Counties and Cities). During this time, CRM TECH has acquired a unique expertise in California archaeology, history, architectural history, ethnography, anthropology, and paleontology. At the same time, CRM TECH has developed efficient methods using the latest technologies to deal with the full spectrum of historical, archaeological, and paleontological resource issues.

CRM TECH utilizes our broad range of knowledge and experience to successfully complete the required cultural studies according to the appropriate guidelines. CRM TECH provides high quality, legally defensible cultural resource compliance reports at very competitive prices. Services provided by CRM TECH comprise all aspects and phases of cultural resources investigations pertaining to archaeology, history, architectural history, and paleontology.

CONCLUSION

Thank you for the opportunity to provide our services. Please don't hesitate to contact me at **(909) 496-5960** if you have questions or need more information.

Sincerely,

A handwritten signature in black ink that reads "Julie A. Gilbert". The signature is written in a cursive, flowing style.

Julie Gilbert
President

Attachment:

Figure 1 – Draft Schedule: IS/ND/MND

Figure 2 – Draft Schedule: Exemption

PROPOSAL ACCEPTANCE

Agreement

If the Client agrees to the terms and conditions of this proposal, an authorized signature below will constitute a contract and an agreement to proceed. Alternatively, this document can be incorporated into the Client's standard subconsultant agreement.

Payment Schedule

In compiling and submitting invoices to the Client, Compass will carry out the tasks as outlined in the Proposal, except where circumstances beyond either Compass' or the client's control require an allocation of effort greater than identified. If an increase above the fee outlined above is anticipated for this project, Compass will obtain concurrence from the client before exceeding this fee.

Compass will submit invoices to the client at the end of each month for work and direct expenditures completed within the previous 30 days, or upon completion of major tasks. Compass requests payment within 30 days of submitting such invoices.

Signature by Authorized Representative

Date

Figure 1 Little Creek Recharge Project Draft CEQA Schedule IS/ND/MND

Task Name	Duration	Start	Finish	Q2 2024			Q3 2024			Q4 2024			Q1 2025			
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
1 Task 1 - Kickoff, Site Visit, Project Description	30d	06/24/24	08/02/24													
2 Project kickoff meeting, Site Visit, Data Needs Review	10d	06/24/24	07/05/24													
3 Task 1 - Project Description	20d	07/08/24	08/02/24													
4 Prepare draft Project Description/Client Review	20d	07/08/24	08/02/24													
5 Task 2 - Tech Studies	55d	08/05/24	10/18/24													
6 2.1 - Air Quality/GHG/Energy	15d	08/05/24	08/23/24													
7 2.2 - Biological Resources	25d	08/05/24	09/06/24													
8 Task 2 - 2.3 - Cultural	55d	08/05/24	10/18/24													
9 2.3.1 - Cultural Report	55d	08/05/24	10/18/24													
10 2.3.2 - AB 52	20d	08/05/24	08/30/24													
11 Task 3 - Prepare CEQA Initial Study	55d	08/05/24	10/18/24													
12 Preparation/Submit Admin Drafts to AVEK	45d	08/05/24	10/04/24													
13 Finalize Admin Drafts for Public Review	10d	10/07/24	10/18/24													
14 Task 4 - Notices and Circulation for Public Review	22d	10/21/24	11/19/24													
15 Preparation of Notice documents	2d	10/21/24	10/22/24													
16 Public Review of Initial Study (30 days assumed)	20d	10/23/24	11/19/24													
17 Task 5 - Final CEQA Documents	70d	11/20/24	02/25/25													
18 Prepare Final MND/submit to AVEK for Review	10d	11/20/24	12/03/24													
19 Board Adoption	60d	12/04/24	02/25/25													
20 Task 6 - Project Management																

Figure 2 Little Creek Recharge Project Draft CEQA Schedule Exemption

Task Name	Duration	Start	Finish	Q2 2024			Q3 2024			Q4 2024		
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1 <input type="checkbox"/> Task 1 - Kickoff, Site Visit, Project Description	30d	06/24/24	08/02/24				[Task Bar]					
2 Project kickoff meeting, Site Visit, Data Needs Review	10d	06/24/24	07/05/24				[Bar]					
3 <input type="checkbox"/> Project Description	20d	07/08/24	08/02/24				[Task Bar]					
4 Prepare draft Project Description/Client Review	20d	07/08/24	08/02/24				[Bar]					
5 <input type="checkbox"/> Task 2 - Tech Studies	55d	08/05/24	10/18/24				[Task Bar]					
6 2.1 - Air Quality/GHG/Energy	15d	08/05/24	08/23/24				[Bar]					
7 2.2 - Biological Resources	25d	08/05/24	09/06/24				[Bar]					
8 <input type="checkbox"/> 2.3 - Cultural	55d	08/05/24	10/18/24				[Task Bar]					
9 2.3.1 - Cultural Report	55d	08/05/24	10/18/24				[Bar]					
10 2.3.2 - AB 52	20d	08/05/24	08/30/24				[Bar]					
11 <input type="checkbox"/> Task 3A - Prepare Exemption Justification	30d	08/05/24	09/13/24				[Task Bar]					
12 Preparation/Submit Admin Drafts to AVEK	20d	08/05/24	08/30/24				[Bar]					
13 Finalize Admin Drafts for AVEK	10d	09/02/24	09/13/24					[Bar]				
14 Task 4 - Notices and Circulation for Public Review (deleted)	20d	09/16/24	10/11/24						[Bar]			
15 <input type="checkbox"/> Task 5A - Final CEQA Documents	30d	09/16/24	10/25/24				[Task Bar]					
16 Prepare NOE and Filing	10d	09/16/24	09/27/24					[Bar]				
17 Board Adoption	20d	09/30/24	10/25/24						[Bar]			
18 Task 6 - Project Management												



COMMISSION MEMORANDUM

DATE: June 13, 2024
TO: AVSWCA COMMISSIONERS
VIA: Mr. Dennis Hoffmeyer, Controller
RE: *AGENDA ITEM NO. 11 – CONSIDERATION AND POSSIBLE ACTION ON BUDGET FOR FISCAL YEAR 2024/2025. (CONTROLLER HOFFMEYER)*

RECOMMENDATION:

Staff recommends that the AVSWCA (Association) Commissioners approve the attached proposed budget for Fiscal Year 2024/2025.

BACKGROUND:

The proposed budget has been broken into four categories: General Operating Funds, Restricted Funds (USGS Groundwater Monitoring Program), Restricted Funds (Antelope Valley Integrated Regional Water Management Plan), and Restricted Funds (Littlerock Creek Joint Groundwater Recharge Program).

The Expenditure side for General Operating Funds categories include:

- Insurance: Liability insurance for the Association obtained through ACWA/JPIA
- Memberships: Membership in ACWA
- Miscellaneous: Includes all miscellaneous expenses not covered in other Association accounts (business cards, meals, etc.)
- Outreach: Includes the website, promotional items, and event fees
- Contract Services: (Administration): Services provided by AVEK (Peter Thompson II – General Manager, Tom Barnes – Resources Manager, and Angel Fitzpatrick – Executive Assistant) and PWD (Dennis Hoffmeyer – Controller)
- Contract Services: (General): Covers A.V. Fair Conservation Garden annual maintenance fee, Home & Garden Show/SMART Water Expo, Rural Museum Sponsorship and related expenses.
- Contract Services: (Audit): Covers the outside review of financials for prior year close.

Per the Bylaws of the Association, the first \$30,000.00 of member agency contributions is split evenly to cover General Operating Costs. Therefore, it is recommended that each of the three member agencies

June 6, 2024

contribute \$10,000.00 in Fiscal Year 2024/2025 to the Association's General Operating Fund to cover the proposed 2023/2024 General Operating Costs. Any remainder of the collected revenue will go into reserve.

The Expenditure side for Restricted Funds will be discussed at the meeting.

SUPPORTING DOCUMENTS:

Proposed FY 2024/2025 General Program Fund Budget

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

Proposed Budget - FY 2024/25

General Program Funds

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2023/24	FY 2024/25
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	PROPOSED	PROJECTED	PROPOSED
					BUDGET	YTD	BUDGET
Revenues:							
Member Contributions - General	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Member Contributions - Smart Water Expo/H&G Show	18,000.00	13,000.00			-	-	-
Member Contributions - AV Fair Conservation Garden	25,000.00	25,000.00			-	-	-
Interest Earnings	305.44	289.79	347.87	170.44	125.00	63.26	125.00
Revenue - Refund/Misc	-	-	-	-		133.61	
Total Revenue	\$ 73,305.44	\$ 68,289.79	\$ 30,347.87	\$ 30,170.44	\$ 30,125.00	\$ 30,196.87	\$ 30,125.00
Expenditures:							
Insurance (ACWA/JPIA)	\$ 2,183.00	\$ 2,183.00	\$ 2,183.00	\$ 2,295.50	\$ 2,350.00	\$ 2,282.19	\$ 2,350.00
Memberships (ACWA)	3,680.00	3,715.00	4,265.00	2,147.80	4,400.00	3,060.00	4,400.00
Outreach (Web Site, Community Activities)	444.00	569.17	300.00	300.00	3,000.00	527.17	3,000.00
Miscellaneous (Bank Fees, Refreshments, Etc.)	-	-	-	-	500.00	95.00	500.00
Contract Services - Administration	11,209.30	16,279.97	16,417.91	10,207.66	15,000.00	6,000.00	10,000.00
Contract Services - General Projects	-	-					
(A.V. Fair - Conservation Garden)	25,000.00	-			25,000.00	25,000.00	5,000.00
(Home & Garden Show/WaterSmart Expo)	10,000.00	-			-	-	-
(Rural Museum Sponsorship)		-	10,000.00		-	-	-
Contract Services - Financial Audit	2,500.00	2,500.00	-	2,500.00	3,500.00	2,500.00	3,500.00
Total Expenditures	\$ 55,016.30	\$ 25,247.14	\$ 33,165.91	\$ 17,450.96	\$ 53,750.00	\$ 39,464.36	\$ 28,750.00
Net Income (Loss)	\$ 18,289.14	\$ 43,042.65	\$ (2,818.04)	\$ 12,719.48	\$ (23,625.00)	\$ (9,267.49)	\$ 1,375.00
Member Contribution (General):							10,000.00
Additional Expenditures							
	AVEK Contribution =						\$ -
	PWD Contribution =						-
	LCID Contribution =						-
	Secondary Member Contribution (Table A basis):						\$ -

ANTELOPE VALLEY STATE WATER CONTRACTORS
Balance Sheet
For the Eleven Months Ending 5/31/2024

	<u>YTD</u>
ASSETS	
Cash - General Fund	\$123,972.55
Restricted - AVRWMG	44,676.36
Accounts Receivable	0.00
Prepaid Insurance (Premium Period 10/1 - 9/30)	727.36
Prepaid Expense	0.00
Total Assets	<u><u>\$169,376.27</u></u>
LIABILITIES AND FUND BALANCE	
LIABILITIES	
Accounts Payable	\$10,783.89
Pass-Through Grant Funding	0.00
Total Liabilities	<u>10,783.89</u>
FUND BALANCE	
Unassigned	158,592.38
Total Fund Balance	<u>158,592.38</u>
 Total Liabilities and Fund Balance	 <u><u>\$169,376.27</u></u>

ANTELOPE VALLEY STATE WATER CONTRACTORS
Profit & Loss Statement
For the Eleven Months Ending 5/31/2024

	<u>May</u>	<u>YTD</u>
Revenues:		
Contributions - Member Agency		\$30,000.00
Contributions - Member Programs (USGS & CASGEM)		35,710.00
Contributions - Member Programs (Financial Analysis PSA)		
Contributions - Member Programs (Big Rock Creek)		
Contributions - Member Programs (AV Fair-Conservation Garden)		
Contributions - Non-Member Programs (USGS)		
Contributions - Others (AVRWMG)		
Contributions - Others (DACI)		
Water Sales - Replacement Water Assessments		378,189.30
Miscellaneous Refund		133.61
Interest Earnings	4.01	63.26
Total Revenue		<u>\$464,169.17</u>
Expenditures:		
General Government		
Bank Fees		\$285.00
Insurance	181.83	2,100.36
Memberships		3,060.00
Outreach		527.17
Purchased Water		378,189.30
Miscellaneous		
		<u>384,161.83</u>
Public Resource		
Contract Services - Administration	461.39	5,381.04
Contract Services - USGS & CASGEM		53,565.00
Contract Services - AVRWMG		
Contract Services - IRWMP 2013 Update	7,822.50	29,099.25
Contract Services - DACI		
Contract Services - BIG ROCK CREEK		812.99
Contract Services - FINANCIAL ANALYSIS		
Contract Services - General Projects		
Contract Services - AV Fair Conservation Garden		25,000.00
Contract Services - Home Show/WaterSmart Expo		
Contract Services - Rural Museum		
Contract Services - Other		2,500.00
		<u>116,358.28</u>
Total Expenditures		<u>\$500,520.11</u>
Change in Net Position		<u>(\$36,350.94)</u>
Net Position - Beginning of Year		<u>194,943.32</u>
Net Position - End of Year		<u><u>\$158,592.38</u></u>

ANTELOPE VALLEY STATE WATER CONTRACTORS
FY 2023/24 - Budget vs Actual
For the Eleven Months Ending 5/31/2024

	<u>May</u>	<u>YTD</u>	<u>Budget</u>	<u>Variance</u>
	<u>Actual</u>	<u>Actual</u>		
General Revenues:				
Contributions - Member Agency		\$30,000	\$30,000	
Contributions - Member Agency (Other programs)				
Contributions - Member Agency (AV Fair Conservation Garden)				
Water Sales		\$378,189		\$378,189
Miscellaneous Refund		134		134
Interest Earnings	4	63	125	(62)
Total General Revenue	<u>\$4</u>	<u>\$408,386</u>	<u>\$30,125</u>	<u>(\$378,261)</u>
General Expenditures:				
General Government				
Bank Fees		\$285		(\$285)
Insurance	182	2,100	2,350	250
Memberships		3,060	4,400	1,340
Outreach		527	3,000	2,473
Purchased Water		378,189		(378,189)
Miscellaneous			500	500
Contract Services - Administration	461	5,381	15,000	9,619
Contract Services - AV Fair Conservation Garden		25,000	25,000	
Contract Services - Home Show/Water Expo				
Contract Services - Other		2,500	3,500	1,000
Total General Expenditures	<u>\$643</u>	<u>\$417,043</u>	<u>\$53,750</u>	<u>(\$363,293)</u>

ANTELOPE VALLEY STATE WATER CONTRACTORS
FY 2023/24 - Budget vs Actual
For the Eleven Months Ending 5/31/2024

	<u>May</u>	<u>YTD</u>	<u>Budget</u>	<u>Variance</u>
	<u>Actual</u>	<u>Actual</u>		
Program Revenues:				
Contributions - Member Programs (USGS & CASGEM)		\$35,710	\$35,710	
Contributions - Member (BIG ROCK CREEK)				
Contributions - Member (FINANCIAL ANALYSIS)				
Contributions - Others (USGS & CASGEM)				
Contributions - Others (AVRWMP)				
Total Program Revenue		<u><u>\$55,783</u></u>	<u><u>\$35,710</u></u>	<u><u>(\$20,073)</u></u>
Program Expenditures:				
Contract Services - USGS & CASGEM		\$53,565	\$53,565	
Contract Services - AVIRWMP				
Contract Services - IRWMP Update	7,823	29,099		(29,099)
Contract Services - BIG ROCK CREEK		813		(813)
Contract Services - FINANCIAL ANALYSIS				
Total Program Expenditures	<u><u>\$7,823</u></u>	<u><u>\$82,664</u></u>	<u><u>\$53,565</u></u>	<u><u>(\$29,099)</u></u>