

**AVSWCA**

Antelope Valley State Water Contractors Association

www.avswca.org**COMMISSIONERS**KATHY MAC LAREN
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Vice ChairANDY RUTLEDGE
SecretaryLEO THIBAUT
Treasurer-AuditorKEITH DYAS
CommissionerROBERT ALVARADO
Commissioner**OFFICERS**MATTHEW R. KNUDSON
General ManagerTOM BARNES
ControllerDAWN DEANS
Executive Assistant

April 15, 2013

***Agenda for the Regular Meeting of the
Commissioners of the Antelope Valley State Water Contractors
Association to be held at the Palmdale Water District's office
at 2029 East Avenue Q, Palmdale***

Thursday, April 18, 2013***6:30 p.m.***

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Dawn Deans at 661-947-4111 x1003 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 Palmdale Water District's office located at 2029 E. Ave. Q, Palmdale. Please call Dawn Deans at 661-947-4111 x1003 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 carry out 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) Public comments for items not on the agenda.
- 4) Consideration and possible action on minutes of regular meeting held February 14, 2013.
- 5) Payment of bills.

- 6) Consideration and possible action on In-Lieu Water Banking Agreements between the Antelope Valley State Water Contractors Association, AVEK, and Tejon Ranch tabled from the February 14, 2013 meeting. (Controller Barnes)
- 7) Consideration and possible action on regional control of water from the State Water Project. (General Manager Knudson)
- 8) Consideration and possible action on agency interest in funding a feasibility study for development of a joint Recharge/Water Banking Project on the East Side of the Antelope Valley. (General Manager Knudson)
- 9) Consideration and possible action on Association Statement of Principals and Objectives. (Chair Mac Laren/General Manager Knudson)
- 10) Consideration and possible action on business cards for Commissioners. (General Manager Knudson)
- 11) Consideration and possible action on AVSWCA website content and management of content. (General Manager Knudson/Controller Barnes)
- 12) Report of General Manager.
 - a) Updated contact list for Commissioners and Staff
 - b) Update on Antelope Valley IRWMP Update
 - c) Update on Prop. 84 and 1E Grant Applications
- 13) Report of Controller.
- 14) Reports of Commissioners.
- 15) Report of Attorney.
- 16) Commission members' requests for future agenda items.
- 17) Consideration and possible action on scheduling the next Association meeting.
- 18) Adjournment.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION COMMISSION MEMORANDUM

DATE: April 15, 2013 April 18, 2013
TO: AVSWCA Commissioners Commission Meeting
FROM: Matthew R. Knudson, General Manager
RE: *AGENDA ITEM NO. 5 – PAYMENT OF BILLS*

Recommendation:

Staff has reviewed and recommends approving payment of the attached invoice from the Palmdale Water District in the amount of \$796.11. This invoice includes labor charges for Matthew Knudson (General Manager), Danielle Henry (Administrative Assistant), and Gene Taylor (Finance) for the period of August 26, 2012 through September 22, 2012.

Staff has reviewed and recommends approving payment of the attached invoice from the Palmdale Water District in the amount of \$886.45. This invoice includes labor charges for Matthew Knudson (General Manager), Danielle Henry (Administrative Assistant), and Gene Taylor (Finance) for the period of September 23, 2012 through October 20, 2012.

Staff has reviewed and recommends approving payment of the attached invoice from the Palmdale Water District in the amount of \$508.91. This invoice includes labor charges for Matthew Knudson (General Manager) and Dawn Deans (Executive Assistant) for the period of January 27, 2013 through February 23, 2013.



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111

Fax (661) 947-8604

www.palmdalewater.org

Board of Directors

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Division 3

KATHY MAC LAREN
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STEVE R. CORDOVA
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP
Attorneys



COPY

Oct 04, 2012

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

RE: CHARGES FOR STAFF TIME IN PREPARING AGENDAS, MINUTES,
ETC. FOR AUGUST 26 THRU SEPTEMBER 22, 2012.

<u>Labor: (Pay period beginning date)</u>	<u>Amount</u>
08-26-12 1.00 Hrs.	57.85
09-09-12 13.50 Hrs.	655.75
1.75 Hrs. O.T.	82.51
TOTAL LABOR	796.11
TOTAL DUE	<u>\$796.11</u>

If you have any questions please contact me at 661-456-1014.

Sincerely,

Yolanda T. RadoVIC

YOLANDA T. RADOVIC, Accounting Assistant II

/ytr

(Work order # PWD09ADMAVSCA

Please Credit GL# 1-00-3030-000



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STEVE R. CORDOVA
Division 5

LAGERLOF, SENEAL, GOSNEY & KRUSE LLP
Attorneys



COPY

Dec 05, 2012

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

RE: CHARGES FOR STAFF TIME IN PREPARING AGENDAS, MINUTES,
ETC. FOR SEPTEMBER 23 THRU OCTOBER 20, 2012.

<u>Labor: (Pay period beginning date)</u>	<u>Amount</u>
09-23-12 4.50 Hrs.	181.07
10-07-12 12.50 Hrs.	587.50
2.50 Hrs. O.T.	117.88
 TOTAL LABOR	 886.45
 TOTAL DUE	 <u>\$886.45</u>

If you have any questions please contact me at 661-456-1014.

Sincerely,

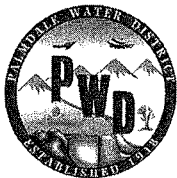
Yolanda T. Radovic

YOLANDA T. RADOVIC, Accounting Assistant II

/ytr

(Work order # PWD09ADMAVSCA

Please Credit GL# 1-00-3030-000



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STEVE R. CORDOVA
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP
Attorneys



March 04, 2013

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

RE: CHARGES FOR STAFF TIME IN PREPARING AGENDAS, MINUTES,
ETC. FOR JANUARY 27 THRU FEBRUARY 23, 2013.

<u>Labor: (Pay period beginning date)</u>	<u>Amount</u>
01-27-13 2.50 Hrs.	139.60
02-10-13 6.25 Hrs.	306.13
1.00 Hr. O.T.	63.18
 TOTAL LABOR	 508.91
 TOTAL DUE	 <u>\$508.91</u>

If you have any questions please contact me at 661-456-1014.

Sincerely,

Yolanda T. Radovic

YOLANDA T. RADOVIC, Accounting Assistant II

/ytr

(Work order # PWD09ADMAVSCA

Please Credit GL# 1-00-3030-000

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION STATEMENT OF PRINCIPLES AND OBJECTIVES

Three public agencies serving the Antelope Valley, (alphabetically) Antelope Valley - East Kern Water Agency, Littlerock Creek Irrigation District, and Palmdale Water District (Agencies), have executed contracts with the State of California, Department of Water Resources for entitlement to and delivery of water from the State Water Project. Each has capacity rights in the East Branch of the California Aqueduct, which traverses the Antelope Valley, and combined these entitlements total approximately 158,000 acre-feet per year. Furthermore, the combined boundaries of the Agencies encompass almost all of the Antelope Valley; each operates to fulfill its duty to develop and secure reliable water supplies within its boundaries; each recognizes the potential benefits of cooperation on their individual duties and the Antelope Valley at large; and each recognizes the need to optimize the utilization of water resources and protect surface water and groundwater storage against adverse effects in order to enable landowners and residents in the Antelope Valley to have a safe water supply provided in the most economical and efficient manner.

The Agencies desire to form an association to be known as the Antelope Valley State Water Contractors Association whose objective shall be to facilitate the coordinated development and implementation of plans and programs to satisfy their obligations consistent with their legal authority. As a framework for the Association's activities, it declares the following Statement of Principles and Objectives:

- 1) To make optimum use of available water supplies to meet current and anticipated demands through the following:
 - a) Encourage the use of imported water, when and where appropriate.
 - b) Encourage conservation of local surface water and groundwater.
 - c) Optimize the use of available surface and subsurface water storage capacity.
 - d) Identify the most suitable locations for replenishment and storage of available water.
 - e) Consider all means of groundwater recharge.
- 2) To confirm that the Association will not take away any water rights within the Antelope Valley.
- 3) To develop plans for maximum cooperative use of available water resources.

- 4) To establish an equitable means of apportioning the benefit and burdens of water resource management.
- 5) To prevent the export of native surface water and groundwater from the Antelope Valley and develop reasonable limitations upon the export of any other water from the Antelope Valley.
- 6) To provide a mechanism for the storage and recovery of water.
- 7) To encourage the protection and preservation of surface water and groundwater quality.
- 8) To develop conservation plans to promote reasonable beneficial use of water.
- 9) To respect existing jurisdictional authority of the public agencies and water suppliers in the Antelope Valley.
- 10) To solicit and welcome the advice, counsel and support of interested parties and the public in the implementation of these principles and objectives.
- 11) To conduct regularly scheduled Association meetings to advance these principles and objectives and discuss other matters of common interest.

Nothing herein shall be construed as a transfer or compromise of any rights, property or legal authority owned or held by any member of the Association. Each member shall retain legal authority to act independently of the other members, and to assert its individual rights as against the other members, unless otherwise agreed by separate written instrument.

PROFESSIONAL SERVICES AGREEMENT

between

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

and

RMC Water and Environment

for the

Proposition 84, Round 2 Implementation Grant Application

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this 4th day of March, 2013, by and between Antelope Valley State Water Contractors Association, a California Joint Powers Agency, hereinafter referred to as "Association," and RMC Water and Environment, an engineering consulting company hereinafter referred to as "Consultant."

2. RECITALS

- 2.1 Association requires professional engineering and environmental planning services.
- 2.2 Consultant has demonstrated expertise in various aspects of engineering and environmental planning and is qualified to provide the professional services required by Association.
- 2.3 Association and Consultant desire to enter into a contract for the provision of professional services for the preparation of a Proposition 84, Round 2 grant application package as delineated in the Scope of Work attached hereto as Exhibit A, subject to the terms and conditions of this Agreement.

3. AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is mutually agreed as follows:

- 3.1 Association hereby retains Consultant to perform the professional services described in Exhibit A. Consultant agrees to perform such services in a timely and professional manner and with due diligence.

- 3.2 The Project Manager for Consultant shall be Brian Dietrick, who shall manage and direct the technical effort of Consultant and be the Consultant's liaison with the Association.
- 3.3 Consultant, at its sole cost, shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 Million, (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and a \$2 Million aggregate, and naming the Association as an additional insured, (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Professional Liability Insurance with a minimum coverage of \$1 Million per claim and annual aggregate.

The policy or policies of insurance so provided shall contain a contractual liability endorsement covering the liability assumed by the Consultant by the terms of this Agreement. The above-referenced insurance policy (or policies) shall be furnished at the Consultant's expense, in a form and with insurance companies authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Association. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Association. Such insurance policies shall have provisions providing that insurance furnished thereunder shall be considered primary as to Consultant's services with respect to any policies of insurance maintained by Association. Said policy(ies) shall also contain provisions requiring that the coverage cannot be reduced or canceled without giving Association thirty (30) days prior written notice.

Before performing any work, Consultant shall furnish certificates of insurance evidencing the foregoing insurance coverage.

- 3.4 Consultant shall indemnify and hold harmless the Association, its elected Board, appointed officers, agents, and employees from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to injury to or death of any person, and damages to or destruction of property of any person, arising out of:

- a. The wrongful misconduct or negligent acts, errors or omissions of Consultant, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the sole negligence or willful misconduct of Association or any of its directors, officers, employees, agents, or volunteers, provided that if such claims, demands, costs, expenses, losses or liabilities arise from the negligence of the Association or any of its directors, officers, employees, agents or volunteers (other than its or their sole negligence), then Consultant's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;
- b. The violation of governmental laws or regulations, compliance with which is the responsibility of the Consultant.

Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against Association or any of its directors, officers, employees, agents, or volunteers in any such suit, action, or other legal proceeding.

Consultant shall reimburse Association or any of its directors, officers, employees, agents, or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith.

Consultant's obligation to indemnify shall not be limited to insurance proceeds, if any, received by Association or any of its directors, officers, employees, agents, or volunteers.

- 3.5 Association shall have the right to terminate this Agreement at any time upon five (5) days written notice to Consultant. In the event of such termination, Association shall compensate Consultant through the notice date for services actually performed hereunder in accordance with the rates set forth in Exhibit A, but in no event shall Association be obligated to pay more than the maximum compensation set forth in Exhibit A.
- 3.6 Association shall pay Consultant the compensation in the amount, time, and manner set forth on the attached Exhibit A.
- 3.7 This Agreement shall not be assigned by Consultant without the written consent of Association.

- 3.8 Consultant shall procure, at its expense, all permits required by governmental authorities and shall comply with all applicable local, state and federal regulations and statutes including Cal-OSHA requirements.
- 3.9 Consultant shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Consultant shall forfeit as a penalty to the Association, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement by them or by any sub-consultant under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant.
- 3.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, or sexual orientation.
- 3.11 Association will make available to Consultant such materials from its files as may be required by Consultant to perform these services. Such materials shall remain the property of the Association while in Consultant's possession. Upon termination of the Agreement or completion of work under the Agreement, Consultant shall turn over to the Association any Association property or materials in its possession and any calculations, notes, reports, electronic files or other materials prepared by Consultant in the performance of these services.

Association may utilize any material prepared or work performed by Consultant in any manner, which Association deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes or corrections made by Association or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

- 3.12 Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the Association.
- 3.13 Consultant shall not publish or use any advertising, sales promotion or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which Association's name is used or its identity is implied without prior written approval by the Association.
- 3.14 In the event any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.
- 3.15 Written notices shall be deemed to have been given when mailed by the United States mail, postage prepaid, addressed to the parties to this Agreement.
- 3.16 At all times during the term of this Agreement, Consultant shall be deemed to be an independent contractor and not an employee of Association.
- 3.17 This Agreement contains the entire agreement between the parties hereto and supersedes any prior or concurrent written or oral agreement between said parties concerning the subject matter contained herein.
- 3.18 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The parties hereto do hereby consent to the jurisdiction of the California courts in the event any dispute arises in conjunction herewith.
- 3.19 If any provision of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision under other circumstances, shall not be affected thereby and shall remain valid and enforceable.
- 3.20 The signatories to this Agreement represent that they have the authority to execute this Agreement.



January 7, 2013

Matt Knudsen
Antelope Valley State Water Contractors Association
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, California 93550

**Subject: Letter Proposal for Preparation of a Round 2 Proposition 84
Implementation Grant Application**

Dear Mr. Knudsen:

RMC is pleased to present this letter proposal to assist the Antelope Valley (AV) Integrated Regional Water Management (IRWM) Region in preparing a Round 2 Proposition (Prop) 84 Implementation Grant application for funding under the California Department of Water Resources' (DWR's) IRWM Program.

RMC is uniquely positioned to help the AV IRWM Region in preparing the Round 2 Implementation Grant application as:

- RMC is currently preparing the update to the AV IRWM Plan and is intimately familiar with the Region and the projects included in the plan.
- RMC has demonstrated its experience and capability in obtaining state funding for water agencies and cities, and is conversant in the necessary requirements for funding receipt.
- RMC as a firm has prepared twenty IRWM Implementation Grant Applications over the past 6 years (ten under Proposition 50 and another ten under Round 1 of Proposition 84), securing nearly \$250 million in IRWM funding with a 90% success rate.
- RMC has assisted the AV IRWM Region to prepare successful IRWM Implementation Grants under Round 1 of Proposition 1E which secured \$6.5 million in implementation grant funding for the Palmdale Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project.
- RMC has successfully completed over 60 funding grant applications under 12 grant programs managed by five funding agencies, obtaining over \$800 Million for its clients.

The scope of work outlined below was formulated to expeditiously and efficiently prepare the grant application consistent with the AV Region's IRWM Plan and the goals of the Region's stakeholder group for obtaining funding and implementing projects to meet regional goals and objectives. To this end, the proposed scope of work consists of two tasks as follows:

- Task 1: Project Management, QA/QC and Outreach
- Task 2: Round 2 Prop 84 Implementation Grant Application

Each of these tasks is described in more detail below.

2400 Broadway
Suite 300
Santa Monica, CA 90404
ph: 310.566.6460
fax: 310.566.6461
www.rmcwater.com

January 7, 2013

Page 2 of 9

A. Scope of Work

The following is our proposed scope of work for preparing a Round 2 Prop 84 Implementation Grant application. It is important to note that this scope and associated budget have been developed based on the Final Prop 84 Implementation Grant Proposal Solicitation Package (PSP), released by DWR in December of 2012.

During the preparation of the grant application, RMC assumes it will be working and coordinating with the following entities:

- **AV IRWM Advisory Team:** The “A-Team” will provide review, guidance and recommendations with regard to grant application strategy, approach, and content as needed.
- **Antelope Valley State Water Contractors Association (AVSWCA):** AVSWCA will serve as the contracting agencies for this scope of services.
- **Project Proponent:** The project proponent is defined as the entity responsible for the implementation of a proposed project. They will be responsible for providing the information requested in order to accurately evaluate the project for inclusion in the grant application as well as information necessary in order to prepare the grant application.

Task 1 - Project Management and QA/QC Plan

1.1 Project Management

Communication and coordination between project team members, the A-Team, and project proponent is a key factor in successful completion of a Round 2 Prop 84 IRWM Implementation grant application. RMC will coordinate the preparation and submittal of this application, and understands the importance of delivering a complete and compelling grant application in a cost-effective and timely manner that reflects the AV IRWM Region’s goals and long-term water management objectives. To achieve this, the following key activities will be implemented:

- ✓ **Initial Kickoff Meeting.** RMC will conduct an initial kickoff meeting with the AVSWCA and project proponent to confirm the project scope, schedule, and expectations. Project communications will be discussed, and key decision points and information delivery requirements will be identified.
- ✓ **Schedule and Budget Tracking.** In their Final Prop 84 Implementation Grant PSP, DWR establishes a specific schedule that will need to be met; RMC will coordinate the grant application preparation to meet this deadline and is committed to upholding the project schedule (see Figure 1 attached). To make sure the schedule is met, RMC will track both project schedule and budget, and will provide monthly reports to AVSWCA summarizing activities, schedule and budget status, and document any issues and decisions that need to be addressed.
- ✓ **Regular Communications.** Regular and ongoing communication is critical to ensuring smooth application preparation. During application preparation, we will schedule status conference calls with the AVSWCA and project proponent as needed to ensure constant and accurate communication and application completion.
- ✓ **Progress Review Meetings.** RMC will conduct up to two review meetings with AVSWCA and project proponent staff, as necessary. The first meeting will be an interim check in meeting to discuss progress on the application, review issues, and update the remaining schedule. The second will be a review workshop of the complete draft application and coordination of final grant preparation details.

In addition to these fundamental and critical project management tasks, RMC will support the AVSWCA and the A-Team in its efforts to involve IRWM stakeholders in the application process. This task also includes general project team management and administrative activities required for the smooth implementation of any engineering project. RMC will prepare monthly progress reports and invoicing for AVSWCA, track the schedule, and budget

January 7, 2013

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to ensure the project is completed in a timely fashion, and work with the AVSWCA to complete all tasks in an efficient and effective manner.

Deliverables:

- Meeting materials and meeting action items
- Invoices and progress reports

1.2 QA/QC

RMC will implement its Quality Assurance/Quality Control (QA/QC) program as part of Subtask 1.2 by developing a QA/QC for the application preparation. A comprehensive QA/QC plan is essential to developing a successful IRWM implementation grant application. The QA/QC plan developed and implemented by our team will help ensure that the overall grant application is completed in an efficient and cost-effective manner, meets the requirement of the PSP and the IRWM Guidelines, is a high quality work product, and meets stakeholder expectations.

Deliverables:

- QA/QC Plan including updated application review and comment schedule.

Task 2 – Round 2 Prop 84 Implementation Grant Application

Under Task 2, the attachments and tab information that comprise the grant application will be prepared. This task assumes the following:

- One project will be included in the grant application.
- The project proponent will provide all eligibility documentation. These include compliance with the requirements for:
 - UWMPs, if applicable
 - AB1420 water conservation efforts
 - AWMPs, if applicable
 - Water metering (AB2572)
 - CASGEM water elevation reporting
 - GWMPs, for projects potentially impacting groundwater
 - Surface water diversion reporting (per Part 5.1, Division 2 of the California Water Code)
- The project proponent will coordinate preparation and execution of required resolutions in support of the grant application.
- If necessary, RMC may meet with the project proponent no more than once to review the grant application needs and available information from the project proponent. Further communication with the project proponent is assumed to be by phone, email or other on-line communication (e.g. “webinar” format).

Subtask 2.1: Eligibility (Attachment 1) and BMS Information

In Subtask 2.1, RMC will prepare Attachment 1, Authorization and Eligibility Requirements, and the required tab information for electronic application submittal via DWR’s Bond Management System (BMS). Eligibility requirements include:

- Resolution adopted by applicant’s governing body designating an authorized representative to submit the application and execute an agreement with the State of California
- Written statement responding to questions posed on page 18 of the *Proposal Solicitation Package (PSP)*, *Proposition 84, Implementation Round 2, Integrated Regional Water Management Grant Program* (DWR, November, 2012)

January 7, 2013

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- Demonstration of GWMP compliance
- Demonstration of progress in meeting current IRWM Plan Standards
- Demonstration of Project Consistency with an adopted IRWM Plan

Required information for BMS submittal may be found on pages 12 to 16 of the Round 2 Implementation Grant PSP.

Assumptions:

- The AVSWCA will prepare the required resolution, along with any required supporting documents (e.g., staff report) and coordinate execution of the resolution by the Board of Directors.
- The AVSWCA will prepare the required written statement addressing questions posed on page 1 of the PSP.
- RMC will coordinate with the project proponent to obtain the necessary information to demonstrate GWMP compliance.
- RMC will prepare the materials necessary to address progress on meeting the current IRWM plan standards and project consistency with an adopted IRWM Plan.
- RMC will submit a draft Eligibility attachment electronically to the LACFCD for review.

Deliverables:

- Draft and Revised Eligibility attachment.

Subtask 2.2: Work Plan, Budget and Schedule (Attachments 3, 4 and 5)

In Subtask 2.2, RMC will prepare three of the grant application attachments – the work plan (Attachment 3), the proposal budget (Attachment 4) and the proposal schedule (Attachment 5). This subtask assumes that the project proponent will provide RMC with a description of the goals and objectives for each project and how it relates to the adopted IRWM Plan. Additionally, the project proponent will provide RMC with the following information for the project to be included in the grant application:

- Summary description of the project and tasks necessary to complete (including grant administration tasks).
- Information demonstrating that the project is ready for implementation, including a brief discussion of the supporting studies, data and resources for each project to ensure that implementation of the project is based on sound scientific and technical principles.
- Deliverables for each project. (Note that the scoring criteria for grant applications will include points for applications where the Work Plan includes Data Management and Monitoring Deliverables that are consistent with the IRWM Plan Standards and Guidance – Data Management Standard, contained in the IRWM Guidelines.)
- Description of the linkages and synergies between and among projects that are critical to the success of the proponent's project (e.g., other projects that may or may not be included in the grant application).
- Shape file with project location.

The project proponent will also provide RMC with a detailed budget and tabular schedule for each regional project for use in Attachments 4 and 5. The budget will include cost by tasks and, at a minimum, the following:

- Land costs, planning and design costs, environmental compliance and documentation costs, construction costs shown by project task or phase, and the contingency amount for the regional project.
- A written explanation of the rationale used to determine the contingency percentage.
- All sources of the funding match; eligible funding match amounts can include, subject to DWR approval, prior costs borne by the applicant or individual project proponent after September 30, 2008.
- Proof that there is a committed source for matching funds.

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- The amount of funding match applied to each task; eligible costs consist of those costs incurred after the date the grant agreement is executed.
- Any other State or federal funds being used that will not come from the Prop 84 Implementation grant.
- Tasks that are completely supported by funding match.

The schedules for implementation of the regional projects will show the sequence and timing of the proposed project by task, including milestones for each task in the Work Plan, and will include, at a minimum, the following:

- Development of financing
- Development of environmental documentation and CEQA/NEPA compliance
- Project design and bid solicitation process
- Acquisition of rights-of-way, if required
- Identification and acquisition of all necessary permits
- Construction start and end dates including significant milestones
- Implementation of any environmental mitigation or enhancement efforts

Assumptions:

- RMC will provide the project proponent with templates for the Work Plan, budget and MS Project and tabular schedules.
- RMC will submit a draft Work Plan, budget and schedule to the project proponent electronically for review.

Deliverables:

- Draft and Revised Work Plans
- Draft and Revised Budgets
- Draft and Revised Gantt chart/horizontal bar format schedules

Subtask 2.3: Monitoring, Assessment and Performance Measures (Attachment 6)

In Subtask 2.3, the project proponent will provide RMC with a description of the performance measures that will be used to quantify and verify the performance of their project. These descriptions will include the following:

- Discussion of the monitoring system to be used to verify project performance with respect to the project benefits or objectives identified in the Proposal.
- Indication of where the data will be collected and the types of analyses used.
- Discussion of how monitoring data will be used to measure the performance in meeting the overall goals and objectives of the IRWM Plan.

Additionally, the project proponent will provide RMC with Project Performance Measures Tables specific to their project. Project Performance Measures Tables should include the following items:

- Project goals
- Desired outcomes
- Output indicators – measures to effectively track output
- Outcome indicators – measures to evaluate change that is a direct result of the work
- Measurement tools and methods
- Targets – measurable targets that are feasible to meet during the life of the Proposal

RMC will work with the project proponent to complete these tables, and will review the Monitoring, Assessment and Performance Measures using scoring criteria listed in the PSP to ensure that each criterion is addressed, and provide feedback to project proponents if criteria are not met.

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Assumptions:

- RMC will provide support to project proponent on an as-needed basis for preparation of project-specific Monitoring, Assessment and Performance Measures.
- RMC will submit a draft Monitoring, Assessment and Performance Measures to the LACFCD electronically for review.

Deliverables:

- Draft and Revised Monitoring, Assessment and Performance Measures

Subtask 2.4 Technical Justification (Attachment 7)

Subtask 2.4 assumes that the project proponent will provide RMC with the appropriate backup documents and analysis clearly justifying the technical viability of their project. RMC technical staff will review the general functionality of the project and benefits claimed to confirm that justifications provided are sufficient based on the expected level of evaluation by DWR reviewers. RMC will then use this information to prepare the required application attachment.

Assumptions:

- The project proponent will provide (if requested) four hard copies and an electronic copy of all backup documentation required to justify the technical feasibility of their project.

Deliverables:

- Draft and Revised Technical Justification attachment

Subtask 2.5 Economic and Benefit Analyses (Attachment 8)

RMC will coordinate with its economic subconsultants (to be determined) to prepare the economic analysis for each project, including estimating and presenting the costs and benefits for the following aspects of the project, as appropriate on a project-by-project basis:

- Water supply costs and benefits
- Water quality costs and benefits (for applicable regional projects)
- Environmental restoration costs and benefits
- Flood protection costs and benefits

A cost and benefits summary will be prepared for each project, providing an overall estimate of the benefits of the project and an overall summary including costs and benefits for all regional projects in the grant application.

Assumptions:

- The project proponent will provide any economic analyses that have been prepared for their project. If no such analysis has been conducted, the project proponent will provide all required information in order to complete such an analysis.
- RMC assumes that the DWR methodology for economic analysis will be followed.
- The estimated level of effort for the economics analysis assumes a moderate level analysis will be needed for each project in the grant application. This is based on our experience with grant applications containing multiple projects where, in general, the level of effort per project can range significantly depending on many factors (the type of project, the availability of information, the methodologies for estimating benefits, etc.).
- RMC will submit draft economic analyses to the project proponent electronically for review.

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- One project will be analyzed under this task.

Deliverables:

- Draft and Revised Economic and Benefit Analyses

Subtask 2.6: Program Preferences (Attachment 9)

RMC will provide a template to the project proponent to provide input into identifying specific Program Preferences that the selected project will meet. RMC will then develop a discussion of no more than 10 pages in length using a minimum 10-point type font (as required by the PSP) on how the Proposal assists in meeting the Program Preferences, identifying the specific Program Preference(s) that the Proposal will meet, the certainty that the Proposal will meet the Program Preference(s), and the breadth and magnitude to which the Program Preference(s) will be met.

Assumptions:

- RMC will submit draft Program Preferences Discussion to the project proponent electronically for review.

Deliverables:

- Program Preferences template
- Draft and Revised Program Preferences attachment

Subtask 2.7: Other Attachments (Attachments 2, 10, 11, 12 and 13)

RMC will provide as-needed support to AVSWCA in the preparation of the following:

- Attachment 2 (Plan Adoption)
- Attachment 10 (Disadvantaged Community Assistance Information)
- Attachment 11 (GWMP, AB1420 and Water Meter Compliance Information)
- Attachment 12 (Consent Form)
- Attachment 13 (IRWM Plan – Reduce Delta Water Dependence)

RMC will compile these attachments, pulling the required information from the AV IRWM Plan, other grant applications, and other documents, as appropriate.

Assumptions:

- AVSWCA and the project proponent will prepare and submit to RMC required documentation to meet eligibility requirements (e.g. AB1420 tables, water metering certification).
- AVSWCA will compile proof of formal adoption for all RWMG entities and the project proponent adopting the IRWM Plan (for Attachment 2) as well as the Consent Form (Attachment 12).

Deliverables:

- Draft and Final application checklist
- Draft and Final Attachments 2, 10, 11, 12 and 13

Subtask 2.8: Application Compilation and Submission

In Subtask 2.8, RMC will consolidate revised drafts from Subtasks 2.1 through 2.7 into a draft application package for review by the project proponent (as needed), the A-Team, and AVSWCA. Final comments on the draft Application Package will be incorporated and the Final Application Package prepared for submittal by the date published in the final Implementation Grant PSP. RMC will prepare an electronic submittal of the

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application through the BMS, and will publish four hard copies (double-sided) of the application and attachments, and submit the hard copies to DWR by overnight courier.

Ahead of the due date, RMC will make the final application available for the project proponent to review and approve the information submitted for their project(s).

Assumptions:

- RMC will provide an electronic version of the draft Implementation Grant Application package for review by a date determined to be mutually acceptable by RMC, the A-Team, and AVSWCA.

Deliverables:

- Draft Application Package containing all attachments for review by the AVSWCA and the A-Team (in electronic format)
- Final Application Package containing all attachments for electronic submission to DWR via BMS
- Four hardcopies of the Final Application Package for submittal to DWR
- One compiled electronic copy of Final Application Package provided to the AVSWCA.

Proposed RMC Staff

RMC proposes to utilize the following staff in the preparation of the GLAC IRWM Round 2 Implementation Grant application:

- **Persephene St. Charles, Principal-in-Charge:** Persephene will serve as the director of the grant application preparation, providing strategic input to the AV IRWM region representatives and project proponents. Persephene will also oversee the overall performance of the project team.
- **Brian Dietrick, P.E., Project Manager:** Brian will serve as the day-to-day project manager for the preparation of the grant application. Brian has more than 20 years of experience in water resources and wastewater planning throughout Los Angeles County and is integrally familiar with the needs, opportunities and projects within the AV Region. Over the past 7 years, Brian has served as a task manager and/or project manager on a number of regional water resources projects in the AV region including:
 - 2007 Antelope Valley IRWP Updates
 - Upper Amargosa Creek Flood Control, Recharge, and Habitat Restoration Project Prop. 1E Round 1 Grant Application
 - Littlerock Dam Sediment Removal Project Prop. 1E Round 2 Grant Application
- **Grizelda Soto, Lead Planner/Writer:** Grizelda Soto will serve as the project planner and primary resource for the team. Grizelda has a background in environmental science and planning as it relates to water resources management. She is experienced in water resources planning, grant writing, water restoration field work, and water quality evaluations. Grizelda is currently assisting in the Antelope Valley IRWM Plan Updates.

Grizelda is an experienced grant writer and has played key roles in a number of funding pursuits including:

- Greater Los Angeles County Proposition 84 application (DWR)
- Various Proposition 1E, Round 1 SWFM Grant applications (DWR)
- WaterSMART grant applications (US Bureau of Reclamation)

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B. Schedule

Figure 1 attached illustrates our proposed schedule for completing the tasks outlined in this proposal. Key aspects of our proposed schedule include:

- Kickoff meeting will be held in late-January when Prop. 84 application work is authorized by AVSWCA.
- Project proponents will have two weeks to provide additional information, once requested
- After the draft grant application is submitted, the AVSWCA, A-Team, and project proponents will have 2 weeks to review and provide comments to RMC.

This schedule assumes completion 5 days prior to the application due date. Once the final PSP is released, RMC will update this schedule as needed in consultation with the AVSWCA.

C. Budget

The scope of work, as outlined herein, can be completed for an estimated budget of \$19,970 for one project. The attached table (Figure 2) provides a detailed breakdown of this budget by task.

Thank you again for this opportunity to continue RMC's service to the AV IRWM Region.

Sincerely,



Brian Dietrick, P.E.

Principal

Figure 2



Fee Estimate

Antelope Valley Region Round 2 Prop 84 Implementation Grant Application

Tasks	Labor					Total Hours	Total Labor Cost (1)	Outside Services			Total ODCs (4)	Total Fee
	Principal (EPS-12)	Project Manager (EPS-8)	Proj. Planner (EPS-2)	Graphics	Admin.			Economist	Subtotal	Sub Consultant Total Cost (2)		
	P. St. Charles	B. Dietrick	G. Soto	Graphics and Support Team				TBD				
	\$265	\$225	\$150	\$110	\$100							
Task 1: Project Management and QA/QC Plan												
1.1 Project Management	1	2	4		2	9	\$1,515	\$0	\$0	\$0	\$100	\$1,615
1.2 QA/QC Plan	1	2	2			5	\$1,015	\$0	\$0	\$0	\$0	\$1,015
Subtotal Task 1:	2	4	6	0	2	14	\$2,530	\$0	\$0	\$0	\$100	\$2,630
Task 2: Round 2 Prop 84 Implementation Grant Application												
2.1 Eligibility (Attachment 1); BMS information		1	4			5	\$825	\$0	\$0	\$0	\$0	\$825
2.2 Work Plan, Budget, Schedule (Attachments 3, 4, 5)	1	4	8	2		15	\$2,585	\$0	\$0	\$0	\$0	\$2,585
2.3 Monitoring, Assessment and Performance Measures (Attachment 6)		1	4			5	\$825	\$0	\$0	\$0	\$0	\$825
2.4 Technical Justification (Attachment 7)		1	4			5	\$825	\$0	\$0	\$0	\$0	\$825
2.5 Economic & Benefit Analysis (Attachment 8)	1	2	4			7	\$1,315	\$6,000	\$6,000	\$6,600	\$0	\$7,915
2.6 Program Preferences (Attachment 9)		2	4			6	\$1,050	\$0	\$0	\$0	\$0	\$1,050
2.7 Other Attachments (Attachments 2, 10, 11, 12, 13)		1	2			3	\$525	\$0	\$0	\$0	\$0	\$525
2.8 Application Compilation and Submission	1	1	2		8	12	\$1,590	\$0	\$0	\$0	\$1,200	\$2,790
Subtotal Task 3:	3	13	32	2	8	58	\$9,540	\$6,000	\$6,000	\$6,600	\$1,200	\$17,340

1. Costs assume grant application contains 10 projects.
2. The individual hourly rates include salary, overhead and profit.
3. Subconsultants will be billed at actual cost plus 10%.
4. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.