



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

April 15, 2021

BOARD OF DIRECTORS

AMBERROSE MERINO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN-GOMEZ

Division 4

VINCENT DINO

Division 5

AGENDA FOR A MEETING OF THE RESOURCE AND FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE OR VIA TELECONFERENCE Committee Members: Vincent Dino-Chair, Amberrose Merino

FOR THE PUBLIC: VIA TELECONFERENCE ONLY
DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 510-572-758#
Submit Public Comments at: <https://www.gomeet.com/510-572-758>

TUESDAY, APRIL 20, 2021

1:30 p.m.

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

NOTE: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board 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 District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). 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 District to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

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

- 1) Roll call.
- 2) Adoption of agenda.
- 3) Public comments for non-agenda items.
- 4) Action Items: (The public shall have an opportunity to comment on any action item as each item is considered by the Committee prior to action being taken.)



- 4.1) Consideration and possible action on approval of minutes of meeting held March 1, 2021.
- 4.2) Consideration and possible action on a recommendation to implement Stage 1 of the Water Shortage Contingency Plan. (Resource and Analytics Director Thompson II)
- 4.3) Consideration and possible action on a recommendation for approval of consulting services for completion of CEQA compliance for the Multi-Year Transfer Agreement with Littlerock Creek Irrigation District. (\$25,000.00 – Budgeted – Budget Item No. 1-02-5070-007 – Resource and Analytics Director Thompson II)
- 5) Reports.
 - 5.1) Resource and Analytics Director Thompson II:
 - a) 2021 State Water Project allocation use.
 - b) Water Conservation and Education Garden.
 - 5.2) Engineering/Grant Manager Rogers:
 - a) Littlerock Reservoir Sediment Removal Project.
 - b) Palmdale Regional Groundwater Recharge and Recovery Project.
 - 5.3) Facilities Manager Bligh:
 - a) Status on purchase of new water truck. (Board approved March 8, 2021)
- 6) Board members' requests for future agenda items.
- 7) Date of next Committee meeting.
- 8) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

**PALMDALE WATER DISTRICT
FACILITIES COMMITTEE
MEMORANDUM**

DATE: April 14, 2021 **April 20, 2021**
TO: FACILITIES COMMITTEE **Committee Meeting**
FROM: Mr. Peter Thompson II, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 4.2 – CONSIDERATION AND POSSIBLE ACTION ON A RECOMMENDATION TO IMPLEMENT STAGE 1 OF THE WATER SHORTAGE CONTINGENCY PLAN. (RESOURCE AND ANALYTICS DIRECTOR THOMPSON II)*

Background:

The current water year has been very dry, and consequently, the State Water Project allocation is at 5%. This will require PWD to utilize many exchange and transfer programs to supplement the surface water supply in 2021. The combination of accessible groundwater and surface water could yield an estimated supply of 22,234 acre feet in 2021. The estimated demand and evaporative losses without extra conservation is 22,200-acre feet. Based on these estimates, the District could meet demand for the year but have no carry over SWP supply for 2022. In order to preserve carryover supply for next year and provide a buffer in the event of infrastructure related restriction on local supply, staff believes it will be necessary to activate the District's Water Shortage Contingency Plan.

Water Shortage Contingency Plan Stage 1 Recommendation:

Staff is seeking the recommendation of the Resource and Facilities Committee for the implementation of Stage 1 of the Water Shortage Contingency Plan. This stage is considered a voluntary request to our customers to reduce their use by 15%. Key actions by PWD staff would include: Increased public outreach on conservation measures, active enforcement of conservation measures, and consideration of a drought surcharge/drought rate factor.

Enclosures:

- Water Shortage Contingency Plan

Section 8: Water Shortage Contingency Planning

For the purposes of this Public Draft Plan, some elements of this Section are still in progress and may be updated (e.g., updated resolutions/ordinances) in the Final Plan.

Water supplies may be interrupted or reduced significantly in a number of ways, such as a drought that limits supplies, an earthquake that damages water delivery or storage facilities, a regional power outage or a toxic spill that affects water quality. This Section describes how the District plans to respond to various stages of shortage.

Since the 1991 drought, the PWD has approved and adopted numerous conservation resolutions from establishing a voluntary water conservation program, to implementing a waste water policy, declaring water shortage emergency conditions, identifying stages of action and response requirements, and establishing emergency water conservation regulations. In addition, due to recent drought conditions and the Governor's emergency declarations that require a 25 percent reduction in overall potable urban water use statewide, the PWD developed ordinances and other planning documents to incentivize individual customer conservation and reduce overall water demands.

PWD updated its Water Shortage Contingency Plan (WSCP) with the details described in this Section, which will be adopted together with the UWMP. The PWD updated its budget-based tiered water rates on January 1, 2016. The PWD Board of Directors may institute water restrictions to limit outdoor water use in conjunction with a drought surcharge to help with fixed cost recovery due to revenue shortages resulting from conservation.

8.1 Stages of Action to Respond to Water Shortages

PWD's WSCP establishes five stages of escalating response to a water shortage caused by droughts and/or emergencies. Each stage may be triggered by a declaration from federal or state authorities, or PWD to address events that result in a water shortage. The stages and applicable water supply conditions are summarized in Tables 8-1 and 8-2.

TABLE 8-1: RATIONING AND REDUCTION GOALS

Deficiency or State Mandated Reduction	Stage	Demand Reduction Goal	Type of Program
1-15%	1	15% reduction	Voluntary
16-25%	2	25% reduction	Mandatory
26-40%	3	40% reduction	Mandatory
41-50%	4	50% reduction	Mandatory
>50%	5	>50% reduction	Mandatory

TABLE 8-2: STAGES OF PWD WATER SHORTAGE CONTINGENCY PLAN

Stage	Percent Supply Reduction	Triggers
I Water Shortage	1 to 15%	<ul style="list-style-type: none"> • Federal, state or local disaster declaration that may impact water supplies • State declaration due to drought or system maintenance • PWD Board of Directors determination • Unplanned PWD water system maintenance
II Water Shortage	16 to 25%	<ul style="list-style-type: none"> • Federal, state or local disaster declaration that may impact water supplies • State declaration due to drought or system maintenance • PWD Board of Directors determination • Unplanned PWD water system maintenance requiring more time to repair
III Water Shortage	26 to 40%	<ul style="list-style-type: none"> • Federal, state or local disaster declaration that may impact water supplies • State determination due to drought or significant system failure • State outdoor irrigation restriction; and/or • PWD Board of Directors determination • Unplanned PWD water system failure or emergency
IV and V Critical Water Shortage	40% or higher	<ul style="list-style-type: none"> • Federal, state or local disaster declaration that may impact water supplies • Sacramento to Delta/SWP failure • State determination due to drought or significant system failure • PWD Board of Directors determination • Natural or human-caused catastrophe disrupting delivery of water to, or within the service area • Severe PWD water system failure

8.2 Procedures for Water Shortage Level Determination

The PWD General Manager will recommend activation of one or more elements of the WSCP whenever water supplies of the PWD have a reasonable prospect for being inadequate to meet the needs of customers. The recommendation shall be presented to the Board of Directors in the form of a written report, which includes the reasons for the recommendation. The Board will also be presented with a draft resolution for consideration and possible action. The Board shall consider the report at a duly noticed public hearing. In case of emergencies, a special meeting may be called by a majority of the Board on less than twenty-four hour notice and without an agenda to deal with the disruption of service.

If an emergency arises which would ordinarily be brought to the attention of the Board but insufficient time exists, the General Manager has administrative authority to take action as he deems appropriate and reasonable.

PWD uses various public notification forms like media outlets, direct mail, automated voice recording, website, social media, group presentations and public meetings. The form and extent of notification depends on the severity and duration of the emergency condition.

8.3 Prohibition of End Uses and Consumption Reduction Methods

PWD permanently implements general water conservation measures and irrigation practices aimed at increasing everyday water use efficiency. Those measures, plus those to be enacted in the various stages, are presented in Table 8-3.

TABLE 8-3: PROHIBITIONS DURING DIFFERENT SHORTAGE STAGES

Stage	Prohibition/Requirement
In Effect at All Times	<p>Water waste is prohibited at all times. Water waste includes but is not limited to:</p> <ul style="list-style-type: none"> • Application of potable water to outdoor landscapes in a manner that causes runoff. • Water leaks shall be repaired in a timely manner and sprinklers shall be adjusted to eliminate over-spray. • Hosing of hardscape surfaces, except where health and safety needs dictate, is prohibited. <p>Other</p> <ul style="list-style-type: none"> • Water for construction purposes, including but not limited to de-brushing of vacant land, compaction of fills and pads, trench backfill and other construction uses shall be in an efficient manner.
Stage I	<ul style="list-style-type: none"> • Watering of outdoor landscapes within 48 hours of measurable rainfall. • Car washing and outside cleaning activities prohibited except when performed with buckets and automatic hose shutoff devices. • The serving of drinking water other than upon request in eating or drinking establishments is prohibited. • Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom. • The PWD will expand the public information campaign. • The PWD shall evaluate the implementation of a Drought Surcharge.
Stage II	<ul style="list-style-type: none"> • All restrictions/prohibitions/initiatives from Stage I are in effect • Landscape watering between the hours of 1000 and 1800 hours is prohibited • Outdoor watering is limited to 3 days per week. • The PWD will increase water waste patrols. • Issuance of potable construction water meters will cease. • Irrigation with potable water outside of newly constructed homes and

Stage	Prohibition/Requirement
	<p>buildings not delivered by drip or microspray is prohibited.</p> <ul style="list-style-type: none"> The PWD will evaluate adjustments to applicable water waste fines.
Stage III	<ul style="list-style-type: none"> All restrictions/prohibitions/initiatives from Stage I and Stage II are in effect and are mandatory. Irrigation with potable water of ornamental turf on public street medians is prohibited. Outdoor watering is limited to 2 days per week. Potable water cannot be used to maintain fountains, reflection ponds and decorative water bodies for aesthetic or scenic purposes, except where necessary to support aquatic life.
Stage IV	<ul style="list-style-type: none"> All restrictions/prohibitions/initiatives from Stage I, Stage II, and Stage III are in effect and are mandatory. Outdoor watering is limited to 1 day per week. Filling of new swimming pools, spas, hot tubs or the draining and refilling of existing pools, etc is prohibited. Topping off is allowed to the extent that the designated water allocation is not exceeded. Meters will only be installed for new accounts where the building permit was issued prior to the declaration of the water shortage.
Stage V	<ul style="list-style-type: none"> All restrictions/prohibitions/initiatives from Stage I, Stage II, Stage III, and Stage IV are in effect and are mandatory. No meters will be installed for new accounts. Outdoor irrigation is prohibited, with the exception of drip or hand watering to preserve established trees.

According to each water shortage stage enacted, the PWD WSCP outlines actions required by customers and by PWD. These actions are presented in Table 8-4.

TABLE 8-4: CUSTOMER AND PWD WATER SHORTAGE ACTIONS

Stage	District Actions	Customer Actions
Stage I	<ul style="list-style-type: none"> Initiate public information campaign Increase awareness of conservation measures Commence enforcement of conservation measures Promote methods to reduce water use Conduct focused outreach to large water users Coordinate public outreach with the cities and County 	<ul style="list-style-type: none"> Voluntary water conservation Adhere to conservation measures Consider conversion to more efficient irrigation methods Consider turf removal and conversion to California-friendly landscaping Patronize local carwashes that recycle their water
Stage II	<ul style="list-style-type: none"> Expand public information campaign Step up enforcement of conservation measures Continue previous actions 	<ul style="list-style-type: none"> Re-double voluntary conservation Continue previous actions

Stage	District Actions	Customer Actions
Stage III	<ul style="list-style-type: none"> • Intensify public information campaign • Expand enforcement of conservation measures • Send direct notices to all customers • Provide regular media, city council and County briefings • Activate emergency connections with mutual aid agencies • Continue previous actions 	<ul style="list-style-type: none"> • Continue previous actions • Ensure appropriate programming of irrigation controller
Stages IV and V	<ul style="list-style-type: none"> • Implement crisis communication plan • Activate Emergency Operations Center • Coordinate actions with regulatory agencies • Coordinate actions with public safety agencies to address enforcement and fire protection issues • Recall all temporary meters and activate water fill stations • Continue previous actions 	<ul style="list-style-type: none"> • Continue previous actions • Terminate outdoor water use for irrigation, pools and fountains • Water may only be used outdoors for public health and safety purposes • Be on alert for Boil Water Orders if they become necessary

Multiple communication channels will be used by PWD staff to communicate water shortage conditions and necessary actions to the PWD Board of Directors, customers, residential homeowners associations, business chambers, inter-governmental bodies, essential facilities (schools, hospitals, fire), and other stakeholders. Among the communication methods to be used are the following:

- Public water conservation forums hosted at PWD headquarters and off-site locations.
- Attendance and agenda presentation at local city council meetings.
- Attendance and agenda presentations at home-owners association and business chamber meetings.
- Direct mailings and bill inserts to customers and account holders.
- Press releases.
- PWD publications, e.g., “The Pipeline”.
- Updated posting of issues and information on PWD website.
- Advertisements in local publications and cable channels.
- Cards, table tents, door hangers and other leave-behind reminders.

8.4 Penalties, Charges, Other Enforcement of Prohibitions

Enforcement actions for violations of water conservation measures are summarized in Table 8-5. PWD customers are encouraged to report water conservation violations through use of the PWD hotline.

TABLE 8-5: ENFORCEMENT ACTIONS

Violation Level	Penalties or Charges
1 st Violation	The customer shall be notified in writing. The notice shall include a warning that further violations could result in stricter penalties.
2 nd Violation	A 2 nd violation is punishable by a fine of up to \$50.
3 rd Violation	A 3 rd violation is punishable by a fine of up to \$250.
4 th Violation	A 4 th violation is punishable by a fine of up to \$500.
5 th Violation	A 5 th violation may result in termination of service.
Violation Assessment Period	Any violations occurring within twelve months of each other will be considered consecutive and result in escalating penalties. The period for assessing consecutive penalties may be extended beyond 12 months by resolution of the Board.

8.5 Determining Water Shortage Reductions

The PWD has meters on all residential, commercial and landscape service connections in the service area and requires meters on all new connections. These meters record the amount of water consumption at each location. These meters in combination with billing information will be used to monitor actual reductions in water use.

8.6 Revenue and Expenditure Impacts

Currently, only about 55 percent of PWD'S fixed costs are covered by fixed revenues. As a result, water conservation efforts can significantly impact revenues. Current drought conditions have presented a reminder of the large fluctuations in water sales volumes that can occur within the PWD service area and statewide, and emphasize the importance of measures to improve revenue stability.

According to the PWD Fiscal Year 2015-16 Adopted Budget, reductions in potable water use due to statewide mandates are anticipated to result in an operating shortfall for the Potable Water Enterprise. While operating expenses are reduced with lower sales, fixed costs cannot be fully recovered for potable water with significant reductions in sales, thereby resulting in a net operating loss. This shortfall will be made up by drawing from PWD's reserves which introduces risk associated with financial stability when a pre-established minimum reserve account is reached.

In the case of future water use reductions resulting from the implementation of the PWD WSCP, PWD would likely experience similar impacts to operating revenue and would draw as necessary and as possible from reserves. In addition, one of the objectives of the budget-based tiered rate structure implemented on January 1, 2016 is to improve revenue stability for PWD. Therefore, while revenue would inevitably fluctuate with water use reductions, PWD has established appropriate means to manage these impacts with use of drought surcharge. Future or continued reductions in consumption would ultimately cause a rate structure adjustment that would generate enough revenue to fund operations without drawing from reserves.

**PALMDALE WATER DISTRICT
FACILITIES COMMITTEE
MEMORANDUM**

DATE: April 14, 2021 **April 20, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Peter Thompson II, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.3 – CONSIDERATION AND POSSIBLE ACTION ON A RECOMMENDATION FOR APPROVAL OF CONSULTING SERVICES FOR COMPLETION OF CEQA COMPLIANCE FOR THE MULTI-YEAR TRANSFER AGREEMENT WITH LITTLEROCK CREEK IRRIGATION DISTRICT. (\$25,000.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-007 – RESOURCE AND ANALYTICS DIRECTOR THOMPSON II)***

Recommendation:

Staff is requesting the Facilities and Resources Committee’s approval for accepting the proposal with P&P Consulting Group contingent on a successful review and acceptance from the District’s legal counsel.

Background:

The District and the Littlerock Creek Irrigation District (LCID) have developed an agreement for a multi-year transfer of 75-100% of LCID’s State Water Project (SWP) Table A Allocation. CEQA compliance is required to make this Agreement effective and to ultimately coordinate it with the Department of Water Resources. The District and LCID mutually agreed to request a proposal for consultant assistance from Provost and Pritchard (P&P) for completion of this compliance work. Both agencies are satisfied with the proposal. PWD is serving as the lead agency working directly with (P&P). The cost for this work is proposed at \$25,000. The proposal is currently undergoing legal review.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative 1 – Water Resource Reliability.
This item directly relates to the District’s Mission Statement.

Budget:

The max cost share of \$25,000 is budgeted under Consultants in the 2021 Budget.

Supporting Documents:

- LCID/PWD Transfer CEQA Proposal
- LCID/PWD Transfer CEQA Consultant Services Agreement

April 9, 2021

Peter Thompson II, Resource Analyst Director
Palmdale Water District
2029 East Avenue
Palmdale, California 93550

<Sent via Email pthompsonii@palmdalewater.org>

Subject: Request for Environmental Services for Littlerock Creek Irrigation District and Palmdale Water District Transfer Agreement, Palmdale, California

Dear Mr. Thompson:

Thank you for the opportunity to submit this proposal to provide environmental services for the subject project (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 your request to provide a California Environmental Quality Act (CEQA) document to support Palmdale Water District (PWD) and Littlerock Creek Irrigation District (LCID) entering into a mutually beneficial transfer of a portion of LCID's State Water Project (SWP) annual Table A water (Entitlement Water). We assume that PWD will be the CEQA lead agency for the water transfer and that LCID would be a responsible agency. The proposed water transfer will improve municipal water supply reliability, to produce potable water, and/or store the water for later use in a low SWP allocation year.

It is also our understanding that water will be diverted from existing diversion facilities and that there are no construction activities associated with this Project; therefore, an Initial Study/Negative Declaration (IS/ND) appears to be the appropriate CEQA document.

Scope of Services

Our proposed scope of work is described below.

Environmental Documentation (Phase ENV)

Kick-off Meeting

- Provost & Pritchard (P&P) will attend one kick-off meeting via conference call with PWD to finalize the work product expectations, communication protocol, Project schedule, and to discuss any previously prepared technical reports and any other Project background information.
- Following the kick-off meeting, P&P will prepare a draft letter to notify Native American Tribes of the project in accordance with Public Resources Code Section 21080.3.1 (AB 52). Although there will be no ground disturbance as part of the Project, notification must

be provided to all relevant Native American Tribes as part of the CEQA process. PWD and LCID will need to provide P&P a list of any tribes that have requested to be notified of any projects in its service areas. Since correspondence must be between PWD and LCID and the Tribes, each district will be responsible for finalizing the letter, printing on their letterhead, and mailing to the Tribes.

Preparation of Administrative Draft of Initial Study/ Negative Declaration

Provost & Pritchard will prepare the Administrative Draft IS/ND pursuant to the CEQA Guidelines Appendix G Environmental Checklist.

- Each section of the IS/ND will provide a discussion of the environmental setting for that environmental issue area, a listing of the federal, State, and local laws as they relate to this Project, and the impacts analyses. Thresholds for the standards of significance and mitigation measures, will also be discussed, as appropriate.
- Biological Resources – Review of relevant background information, including but not limited to California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, U.S. Fish and Wildlife Service (USFWS)'s Information, Planning, and Conservation (IPaC) System, technical reports regarding flora and fauna with potential to occur near the Project areas, and other planning documents completed for projects within the region that have potential relevance to the Project area to be used to support the IS/ND findings.
- Obtain a records search from the Central California Information Center (CCIC), California State University, Stanislaus to identify any previously recorded sites located on or adjacent to the Project area.
- Conduct a records search of the Native American Heritage Commission (NAHC) Sacred Lands files. Outreach letters can be prepared on behalf of the lead agencies.
- Maps and information for the following: Regional Vicinity, Topographical Quadrangle, Area of Potential Effect, Zoning, Soils, General Plan, FEMA Flood, Sensitive receptors, Farmlands, and Wildfire.
- The Administrative Draft IS/ND will be submitted for review and comment to PWD, LCID, DWR, Antelope Valley Watermaster, and any other responsible agency(ies) identified by PWD. PWD will be responsible to provide P&P one (1) set of consolidated comments/edits.

Draft IS/ND

- Upon receipt of the consolidated review comments on the Administrative Draft IS/ND, P&P will incorporate the comments into the document and finalize the Draft IS/ND.
- On behalf of PWD, P&P will submit the Draft IS/ND to the State Clearinghouse for a 30-day public review/comment period. If comments are received P&P will assist PWD in drafting responses for up to three (3) comment letters.
- P&P will prepare the draft Notice of Intent (NOI), Notice of Completion (NOC), and Notice of Determination (NOD) for review and signature by LCID.

Final IS/ND

- Upon Lead Agency action to adopt the IS/ND and approve the Project, CEQA Guidelines Section 15075 requires that the lead agency file a Notice of Determination (NOD) within five (5) working days (Public Resources Code Section 21083).
 - P&P will assist with the filing of the NOD with the County Clerk's Office and will provide a copy to SCH and to all participating responsible agencies. Fees to be paid by PWD.

Deliverables

- Electronic copies of the Draft AB 52 letter, Administrative Draft IS/ND and associated figures and appendices, Final-Draft IS/ND, NOI, NOC, and NOD.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Phase for the fixed fee amount of \$25,000. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

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 Administrative Draft Initial Study/Negative Declaration for initial submittal in approximately 6 to 8 weeks. Agency review time is beyond our control. If an additional submittal is required after initial review, we will be prepared to re-submit within 2 weeks after we receive agency comments.

Assumptions

This task includes the following assumptions:

- It is assumed that the results of the CNDDDB search will be sufficient to address potential impacts to biological resources. If it is determined that additional biological field surveys are required, a separate scope and fee will be required.
- The lead agency will be PWD with LCID as a responsible agency under CEQA.
- PWD will provide Provost & Pritchard with one (1) set of consolidated comments for inclusion.
- No Native American coordination, consultation or monitoring will be required.
- Meetings are assumed to be held by telephone or video conferencing due to the COVID-19 pandemic.
- The cost of the cultural resources record search will not exceed \$750.00.
- This scope and fee does not include the filing fees for submitting to the County Clerk's Office or the CDFW. Fees will be paid by the lead agency and includes the County Clerk filing fee of \$50.00, as well as the payment of the CDFW 2021 filing fee of \$2,480.25.
- Only the CEQA process is proposed as part of this scope and fee. If it is determined that compliance with the NEPA is needed a separate scope and fee will be provided.

Additional Services

The following services are not included in this Proposal, nor are they anticipated to be needed. However, these and other services can be provided at additional cost, upon request.

- Full Biological Evaluation Study;
- NEPA Compliance coordination and draft documents;
- Aquatic Resources Delineation and Jurisdictional Determination;
- Regulatory Permitting pursuant to Section 401 and Section 404 of the Clean Water Act; Preparation of Lake or Streambed Alteration Notification Package for submittal to California Department of Fish and Wildlife pursuant to Section 1602 of the Fish and Game Code; and
- Pre-construction and/or Post-construction Biological Surveys; Nesting Bird Surveys in accordance with the Migratory Bird Treaty Act (MBTA).
- Provide assistance to PWD and LCID with preparation and follow-up of the request to DWR for the multi-year transfer, including the initial request letter with a Contact Information Form and regular follow-up to obtain a conveyance agreement among DWR, PWD, and LCID.

Terms and Conditions

If this proposal is acceptable, please sign the Consultant Services Agreement, and return 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.

Respectfully,
Provost & Pritchard Consulting Group



Dena E. Giacomini
Project Manager



Heather Bashian, RCE 73075
Vice President

Terms and Conditions Accepted

By Palmdale Water District

Signature

Printed Name

Title

Date



286 W. Cromwell Avenue
Fresno, CA 93711-6162
(559)449-2700
FAX (559)449-2715
www.provostandpritchard.com

CONSULTANT SERVICES AGREEMENT

CSA No:

Client	<u>Palmdale Water District</u>	Proposal No.	<u>21-152</u>
Attention	<u>Peter Thompson II, Resource Analyst Director</u>	Telephone	<u></u>
Bill To	<u>Palmdale Water District</u>	Fax	<u></u>
Billing Address	<u>2029 East Avenue</u>	E-Mail	<u>pthompsonii@palmdalewater.org</u>
City, Zip Code	<u>Palmdale, California 93550</u>		
	<u>Environmental Services for Littlerock Creek Irrigation District and Palmdale Water District Transfer Agreement</u>	Location	<u>Palmdale, California</u>

Description of Services: Please see attached proposal no. dated April 9, 2021.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions

of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.

6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties,

obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.

13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

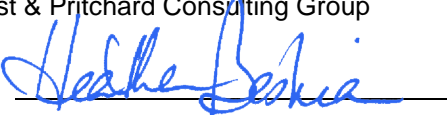
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the

responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	<u>Palmdale Water District</u>		Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	<u>_____</u>	By	
Name/Title	<u>_____</u>	Name/Title	Heather Bashian, RCE 73075 Vice President
Date Signed	<u>_____</u>	Date Signed	April 9, 2021