

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, September 15, 2020

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member



All agenda items and reports are available for review in the City Clerk's Office and www.hPCA.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpcgov.org or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hPCA.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) – No Presentations

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Ramos, Jorge v City of Huntington Park Claim No. 18-133922
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Two Matters – One involving the Department of Housing and Community Development related to the Housing Element. One matter involving Local Enforcement Agency of CalRecycle and clean-up issues.
3. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency designated representatives: Ricardo Reyes
Employee organization: Huntington Park POA
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Lisner v. Huntington Park

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. **Approve Minute(s) of the following City Council Meeting(s):**

1-1. Regular City Council Meeting held September 1, 2020

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated September 15, 2020**

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO UPDATE THE URBAN WATER MANAGEMENT PLAN

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to update the Urban Water Management Plan.

4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to develop the America's Water Infrastructure Act Risk and Resilience Assessments and Emergency Response Plans

5. CONSIDERATION AND APPROVAL TO EXECUTE SOUTHERN CALIFORNIA EDISON SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE FIXTURE REPLACEMENT RATE AGREEMENT

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to execute the Southern California Edison Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode Fixture Replacement Rate Agreement; and
2. Authorize the City Manager to sign the agreement

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 6, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 11th day September 2020.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 1, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Tuesday, September 1, 2020, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Alvarez-Glasman, City Attorney; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; Cosme Lozano, Chief of Police; **ABSENT:** Cynthia Norzagaray, Director of Parks & Recreation; Nita McKay, Director of Finance & Administrative Services

INVOCATION

Invocation was led by Council Member Martinez.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Macias.

PRESENTATIONS

Certificates of recognition were presented to businesses for meeting the Sanitation district of LA County Industrial Wastewater compliances & making the "Good Corporate Citizens" to Aircraft X-Ray laboratories, Inc. (3 years on compliance list), Alloys Cleaning, Inc. (1 year on compliance list), Bodycote Thermal processing (1 year on the compliance list), Roger's Poultry Co. (8 years on the compliance list), Spirit Activewear (2 years on compliance list), VIP Garmentcare, Inc. (2 years on compliance list) and Wire Guard Systems, Inc. (1year on compliance list).

Certificates of appreciation were presented to businesses for their contribution to our community during the Covid-19 pandemic to Blue Fish- Sushi and Teriyaki, Cruzita's Deli and Café, El Granero Restaurant, Gloria's Restaurant, Las Coronas Grill, Novacone, Sathya Sai Baba Organization, Thirty-Five Degree Co. and Tzu Chi USA

PUBLIC COMMENT

1. No Public Comment Cards were submitted by the public.

STAFF RESPONSE

1. No staff response

CLOSED SESSION

At 6:13 p.m. Mayor "Manny" Avila, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) [HP Tow V. City or Huntington Park]
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) [Two Matters]

At 7:30 p.m., Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glassman announced all five Council Members were present and briefed on closed session item 1 and item 2. 1). HP Tow V. City or Huntington Park this matter was heard and discussed, the City Council provided directions to City Attorney's office to forward to Special Council regarding possible resolution, but there was no final closure of this matter, there is nothing required to be reported. 2) On the two matters under Anticipated Litigation, the City Council received a briefing on those two matters, direction was provided to the City's Attorney office, but there was not final action taken, nothing further to report.

CONSENT CALENDAR

Motion: Council Member Macias moved to approve the consent calendar from the September 1, 2020, Regular Meeting, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila

OFFICE OF THE CITY CLERK

1. **Approved Minute(s) of the following City Council Meeting(s):**

- 1-1. Regular City Council Meeting held on May 19, 2020
- 1-2. Regular City Council Meeting held on August 14, 2020
- 1-3. Regular City Council Meeting held on August 18, 2020

FINANCE

- 2. Approved Accounts Payable and Payroll Warrant(s) dated September 1, 2020**

COMMUNITY DEVELOPMENT

- 3. ADOPTED ORDINANCE APPROVING A PUBLIC WELFARE, MORALS AND CONDUCT ORDINANCE AMENDMENT AMENDING TITLE 5, CHAPTER 11, AND ARTICLE 4 OF THE HUNTINGTON PARK'S MUNICIPAL CODE.**
- 4. ADOPTED ORDINANCE APPROVING ADDING ARTICLE 21, IN CHAPTER 7, AT TITLE 4 "PUBLIC SAFETY" OF THE HUNTINGTON PARK'S MUNICIPAL CODE.**

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

- 5. CONSIDERATION AND APPROVAL TO SOLICITING PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)**

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

Motion: Council Member Sanabria moved to approve the consideration and approval to soliciting proposals for project approval and environmental design of CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014), seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila

6. CONSIDERATION AND APPROVAL TO SOLICITING PROPOSALS FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21

City Manager Ricardo Reyes announced the item and introduced Director Cesar Roldan to present the item.

Motion: Vice Mayor Ortiz moved to approve a, consideration and approval to soliciting proposals for the design and construction management of CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21 seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, Vice Mayor Ortiz and Mayor Avila

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

1. No reports

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also reminded everyone to be counted for the Census there is only 29 days until we get counted and please visit 2020 Census. For any illegal dumping please report to the City using city's app or by contacting the city directly.

Council Member Sanabria thanked staff for their hard work and also mentioned about the importance of getting counted and completing the Census forms. There is going to be a mobile unit on Pacific Blvd. during the week for people to take the census.

Council Member Macias thanked staff for their work during this difficult time. She asked Director Cesar Roldan for an update on ATP Cycle 2.

Vice Mayor Ortiz echoed comments previously made by the council members and thanked everyone for their hard work during this time. She also stated that many students are struggling during this time, they are doing on-line work and the equity gap is huge, the inequalities of our school system is more apparent than ever and I want to thank Cesar (Public Works) and Raul (Assistant City Manager) for helping with dealing with certain issues and contacting Edison to have power and internet access at 9 am when all the students are connected is important. All the students are struggling to learn how to access Zoom or a computer so they can do their work and as a government entity, it is very

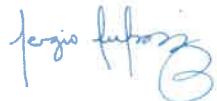
important to have those issues on mind when they arrive and be able to help as much as possible and find a solution.

Mayor Avila asked to pray for peace on our nation during this challenging times during the elections.

ADJOURNMENT

Mayor Avila adjourned the meeting at 7:40 p.m. in memory of Maria Luz Solache Arrieta, mother of Jose Luis Solache, Council Member from City of Lynwood, to a Regular Meeting on Tuesday, September 15, 2020 at 6:00 P.M.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

City of Huntington Park

List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Syncronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatement
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financing Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Light & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash Fund
231	Parking System Fund	801	Pooled Interest
232	Art in Public Places Fund	802	Bullet Proof Vest Grant
233			

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

WR 9-15-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALFRED MARTINEZ	08/13/2020	111-7010-421.59-20	PD MILEAGE REIMBURSEMENT	28.98
AMERICAN FAMILY LIFE ASSURANCE	036590	111-0000-217.50-40	CANCER INSURANCE 8/2020	\$28.98
AMTECH ELEVATOR SERVICES	151400090136	111-8022-419.56-41	C.H.ELEVATOR SRVC 9/1-11/30/20	429.31
ANA ACEVEDO	761886 / 76828	111-0000-347.20-00	P&R SPORTS REFUND	\$429.31
ANGELA CARDONA	76157 / 76826	111-0000-347.20-00	P&R SPORTS REFUND	849.30
ARACELI MARINES	76774 / 76775 76774 / 76775	111-0000-347.20-00 111-0000-347.50-00	P&R SPORTS REFUND P&R SPORTS REFUND	\$65.00
ARACELI TERRAZA	76422 / 76839	111-0000-347.20-00	P&R SPORTS REFUND	\$45.00
ARAMARK UNIFORM & CAREER APPAREL	0000535331241 000053534593	741-8060-431.56-41 741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC PW UNIFORM LAUNDRY SRVC	\$25.00
ARTURO GUZAR	08/17/2020	111-7010-421.59-20	PD MILEAGE REIMBURSEMENT	25.00
AT&T	000015212904 7/28/20-8/27/20 7/28/20-8/27/20 7/28/20-8/27/20 7/28/20-8/27/20 7/28/20-8/27/20	111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	PD DISPATCH PHONE SRVC PW YARD INTERNET SRVC R. PEREZ PARK INTERNET SRVC FREEDOM PARK INTERNET SRVC COMU CENTER INTERNET SRVC S. LAKE PARK INTERNET SRVC	183.49
AT&T MOBILITY	993625860X08142	111-7010-421.53-10	PD WIRELESS PHONES	\$305.61
AT&T PAYMENT CENTER	6/28/20-7/27/20	111-7010-421.53-10	PD PHONE SERVICE	17.82
BRINK'S INCORPORATED	3088480 3143610 3490610	111-9010-419.33-10 111-9010-419.33-10 111-9010-419.33-10	BANK TRANSPORT SRV 1/2020 BANK TRANSPORT SRV 2/2020 BANK TRANSPORT SRV 8/2020	\$17.82
CALPRIVATE BANK	2469216JW2XW07V 2469216K12X4PEE 2443106JW2MDFYT 2474400KPS66D8Y 2449215KGMHQ3W 2469216JW2XW07V	111-0110-411.61-20 111-0110-411.61-20 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.61-20 111-0210-413.61-20	COUNCIL OFFICE EXPENSE COUNCIL OFFICE EXPENSE COUNCIL MEETING EXPENSE COUNCIL MEETING EXPENSE ADMIN MEETING EXPENSE ADMIN OFFICE EXPENSE	27.49 62.70 111.86 144.12 16.30 27.50
CARLOS GARCIA	08/26/2020	111-7010-421.59-20	PD MILEAGE REIMBURSEMENT	\$389.96
				17.82
				\$17.82

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

WR 9-15-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CARLOS GARCIA ALVAREZ	HP040009501	111-0000-351.10-10	PARKING CITATION REFUND	\$55.00
CARROLL SELLS COURT REPORTING SRVC	15300	745-9031-413.32-70	COURT REPORTING SRVC'S	1,136.50
CENTRAL BASIN MWD	HP-JULY20	681-8030-461.41-00	POTABLE WATER-JULY 2020	\$1,136.50
CENTRAL FORD	359365	741-8060-431.43-20	PD RADIATOR FAN CONTROL 904	\$176,658.40
	359365	741-8060-431.43-20	PD RADIATOR FAN CONTROL 909	515.70
				207.29
CHARTER COMMUNICATIONS	0511379081320	111-7010-421.53-10	PD INTERNET SRVC 8/13-9/12/20	\$722.99
	0444795090220	111-9010-419.53-10	CITY HALL INTERNET SRVC 9/2-10/1/20	464.94
				1,999.00
CLINICAL LAB OF SAN BERNARDINO, INC	976157	681-8030-461.56-41	WATER TESTING 7/2020	\$2,463.94
COMMERCIAL TIRE COMPANY	1-161678	741-8060-431.43-20	FLAT REPAIR UNIT # 412	\$501.25
	1-161721	741-8060-431.43-20	HONDA HYBRID TIRES	420.29
	1-161902	741-8060-431.43-20	PARKING ENFORCE TRUCK TIRES	400.98
	1-GS161859	741-8060-431.43-20	PD CROWN VICTORIA TIRES	554.28
				359.06
CR&R INCORPORATED	0054669	111-8027-431.56-59	WATER RECYCLING 7/2020	\$1,734.61
	0058067	111-8027-431.56-59	WASTE & RECYCLING 8/2020	16,680.00
				16,680.00
CYNTHIA LOPEZ	76373 / 76836	111-0000-347.20-00	P&R SPORTS REFUND	\$33,360.00
DAILY JOURNAL CORPORATION	B3388479	111-1010-411.54-00	CLERK'S PUBLICATIONS	25.00
DAPEER, ROSENBLIT & LITVAK	17606	111-0220-411.32-70	PD LEGAL SRVC'S	\$25.00
DATA TICKET INC.	115418	111-3010-415.56-41	BL CITIES PROCESSING 7/2020	335.00
	115302	111-5055-419.56-41	CODE ENFORC PROCESS 7/2020	\$335.00
	115350	111-7065-441.56-41	ANIMAL CITE PROCESS 7/2020	1,026.50
	115454	111-7065-441.56-41	CODE ENFORCE PROCESS 7/2020	\$1,026.50
DAVID LOPEZ	76094 / 76830	111-0000-347.20-00	P&R SPORTS REFUND	354.50
				65.00
DAY WIRELESS SYSTEMS	INV640812	111-7010-421.61-20	PD APX VEHICULAR ADAPTERS	\$65.00
	INV642157	111-7010-421.61-20	PD RADIO & ANTENNA INSTALL	1,032.69
	INV644742	111-7010-421.61-20	PD APX VEHICULAR ADAPTERS	963.20
				1,345.05
DE LAGE LANDEN	68793167	111-9010-419.44-10	CITY HALL COPIER LEASE 8/2020	\$3,340.94
				2,189.73
				\$2,189.73

CITY OF HUNTINGTON PARK
DEMAND REGISTER

WR 9-15-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DEPARTMENT OF ANIMAL CARE & CONTROL	JULY 2020	111-7065-441.56-41	ANIMAL HOUSING COST 7/2020	7,499.31
DF POLYGRAPH	2020/5	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	\$7,499.31
EDDIE MCCLENDON	76519 / 76838	111-0000-347.20-00	P&R SPORTS REFUND	175.00
EDILIA CANOVA	HP040007656	111-0000-351.10-10	PARKING CITATION REFUND	\$175.00
ELIZABETH VITAL	76468 / 76837	111-0000-347.20-00	P&R SPORTS REFUND	25.00
ENTERPRISE FM TRUST	LASW30	226-7010-419.74-20	PD LEASE VEHICLE PURCHASE	\$25.00
ERMESTO LOPEZ	76309 / 76835	111-0000-347.20-00	P&R SPORTS REFUND	5,213.69
GALLS, LLC	016226545 016300974 016300978 016300991 016301013 016301038 016301040	111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24 111-7022-421.61-24	PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT PD UNIFORM EQUIPMENT	126.98 517.14 182.56 83.35 75.25 19.82 153.22
GATEWAY CITIES COUNCIL OF	FY 2020 / 2021 I-710 CORRIDOR	111-0240-466.64-00 220-8085-431.64-00	ANNUAL MEMBERSHIP DUES I-710 CORRIDOR EIR / EIS FY 2021	\$1,158.32 23,550.00 25,000.00
GERREN FERRER	HP010023588	111-0000-351.10-10	PARKING CITATION REFUND	\$48,550.00
GLOBALSTAR USA	000000004732999	111-7010-421.53-10	PD PHONE SERVICE	55.00
GUERRERO, MARCOS	1003-21082	681-0000-2228.70-00	WATER CREDIT REFUND	\$88.20
GWMA	2021-13	111-8030-461.56-42	ANNUAL MEMBERSHIP DUES	72.69
HASA, INC.	705670 705672 705673 705674 707238 707239	681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00 681-8030-461.41-00	HYPO SODIUM CHLORITE HYPO SODIUM CHLORITE HYPO SODIUM CHLORITE HYPO SODIUM CHLORITE HYPO SODIUM CHLORITE HYPO SODIUM CHLORITE	15,000.00 256.12 324.42 22.97 145.14 249.25 213.44
HERNANDEZ SIGNS, INC.	4513	111-8022-419.43-10	PW SNEEZE GUARDS	\$1,410.34
				\$771.75

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

WR 9-15-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
IDR ENVIRONMENTAL SERVICES	67298	741-8060-431.43-20	SRVC CLARIFIER AT PW YARD	2,228.00
INFRAMARK LLC	52794	283-8040-432.56-41	SEWER UTILITY MAINT 7/2020	\$2,228.00
	52794	681-8030-4461.56-41	WATER UTILITY MAINT 7/2020	12,935.80
				99,718.31
				\$112,654.11
INFRASTRUCTURE ENGINEERS	25297	111-8080-431.56-62	ENGINEERING SRVCS 7/2020	17,500.00
	25297	221-8010-431.56-41	ENGINEERING SRVCS 7/2020	5,733.00
	25297	222-8080-431.56-41	ENGINEERING SRVCS 7/2020	25,324.00
				\$48,557.00
J316 BUILDER	1-AUGUST 2020	111-7024-421.56-41	JANITORIAL SRVCS 8/2020	3,700.84
	1-JULY 2020	111-7024-421.56-41	JANITORIAL SRVCS 7/2020	3,700.84
	2-AUGUST 2020	111-7024-421.56-41	JANITORIAL SUPPLIES 8/2020	698.45
	2-JULY 2020	111-7024-421.56-41	JANITORIAL SUPPLIES 7/2020	698.45
	1-AUGUST 2020	111-8020-431.56-41	JANITORIAL SRVCS 8/2020	1,440.58
	1-JULY 2020	111-8020-431.56-41	JANITORIAL SRVCS 7/2020	1,400.56
	2-AUGUST 2020	111-8020-431.56-41	JANITORIAL SUPPLIES 8/2020	419.07
	2-JULY 2020	111-8020-431.56-41	JANITORIAL SUPPLIES 7/2020	419.07
	1-AUGUST 2020	111-8022-449.56-41	JANITORIAL SRVCS 8/2020	4,305.23
	1-JULY 2020	111-8022-449.56-41	JANITORIAL SRVCS 7/2020	4,344.72
	2-AUGUST 2020	111-8022-449.56-41	JANITORIAL SUPPLIES 8/2020	931.27
	2-JULY 2020	111-8022-449.56-41	JANITORIAL SUPPLIES 7/2020	931.27
	1-AUGUST 2020	111-8023-451.56-41	JANITORIAL SRVCS 8/2020	11,472.56
	1-JULY 2020	111-8023-451.56-41	JANITORIAL SRVCS 7/2020	11,473.09
	2-AUGUST 2020	111-8023-451.56-41	JANITORIAL SUPPLIES 8/2020	2,607.54
	2-JULY 2020	111-8023-451.56-41	JANITORIAL SUPPLIES 7/2020	2,607.54
				\$51,151.08
JESSE CASTELLANOS	76202 / 76827	111-0000-347.20-00	P&R SPORTS REFUND	65.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	19610	741-8060-431.43-20	PD FRONT ALIGNMENT # 909	\$65.00
JUAN LIMA	76285 / 76833	111-0000-347.20-00	P&R SPORTS REFUND	60.00
JUAN RODRIGUEZ	76419 / 76829	111-0000-347.20-00	P&R SPORTS REFUND	\$60.00
KONICA MINOLTA BUSINESS SOLUTIONS	268101995	111-0110-411.43-05	COUNCIL COPIER LSE 8/2020	50.00
	268101995	111-0210-413.43-05	ADMIN COPIER LSE 8/2020	\$50.00
	268101166	111-9010-419.43-15	REV COPIER LEASE 8/2020	140.00
	268101645	111-9010-419.43-15	FIN COPIER LEASE 8/2020	\$140.00
LACMTA	105841	219-8085-431.58-50	METRO TAP CARDS 7/2020	180.00
				\$180.00

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LB JOHNSON HARDWARE CO.	109641	221-8010-431.61-21	WATERPROOF SEALER	79.18
LIBERTY PAPER	307599	111-0110-411.61-20	CITY WIDE PAPER PURCHASE	\$79.18
	307599	111-0210-413.61-20	CITY WIDE PAPER PURCHASE	50.72
	307599	111-1010-411.61-20	CITY WIDE PAPER PURCHASE	76.08
	307599	111-2030-413.61-20	CITY WIDE PAPER PURCHASE	50.72
	307599	111-3010-415.61-20	CITY WIDE PAPER PURCHASE	25.36
	307599	111-5010-419.61-20	CITY WIDE PAPER PURCHASE	35.05
	307599	111-6010-451.61-20	CITY WIDE PAPER PURCHASE	329.68
	307599	111-7010-421.61-20	CITY WIDE PAPER PURCHASE	126.80
	307599	111-8020-431.61-20	CITY WIDE PAPER PURCHASE	1,394.81
	307599	111-8020-431.61-20	CITY WIDE PAPER PURCHASE	126.80
				\$2,536.02
LIBERT CASSIDY WHITMORE	1499649	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/31/20	6,681.10
	1499651	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/31/20	1,711.00
	1499652	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/31/20	3,381.00
	1500668	111-0220-411.32-70	ADMIN LEGAL SRVCS 5/31/20	1,221.00
	1501646	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/30/20	74.00
	1501649	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/30/20	1,958.00
	1501672	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/30/20	2,269.80
	1501673	111-0220-411.32-70	ADMIN LEGAL SRVCS 6/30/20	2,921.00
				\$20,216.90
LYNBERG & WATKINS APC	55790	745-9031-413.32-70	CLERK LEGAL SRVCS	5,082.00
	55791	745-9031-413.32-70	CLERK LEGAL SRVCS	22,755.50
	55792	745-9031-413.32-70	CLERK LEGAL SRVCS	5,166.72
MARTHA P CORP	08/20/2020	221-8010-431.61-21	10 BAG OF CONCRETE	\$33,004.22
	08/25/2020	221-8010-431.61-21	10 TONS READY MIX	391.28
				960.00
MEDICAL DIAGNOSTIC LABORATORY,LLC	07201851	111-9010-490.61-60	COVI-19 TESTING EMPLOYEES	\$1,351.29
	08201851	111-9010-490.61-60	COVI-19 TESTING EMPLOYEES	1,700.00
MERRIMAC ENERGY GROUP	2203557	741-8060-431.62-30	FUEL PURCHASE	150.00
MIGUEL PIMENTEL	76310 /76831	111-0000-347.20-00	P&R SPORTS REFUND	\$1,850.00
NACHO'S LOCK & KEY SERVICE	048509	111-8020-431.43-10	10 COPIES OF KEYS	65.00
NATIONAL TRAINING CONCEPTS, INC.	20-103	111-7010-421.59-20	PD DIVERSIONARY TRAINING	50.00
NATIONWIDE ENVIRONMENTAL SERVICES	30957	220-8070-431.56-41	BUS SHELTER SRVC 7/2020	\$50.00
	30956	221-8010-431.56-41	SWEEPING SRVCS 7/2020	17,377.50
				48,685.24
				\$66,062.74

CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NCM AUTOMOTIVE	HP3012	741-8060-431.43-20	PD NEW DECAL INSTALL UNIT # 952	985.50
	HP3013	741-8060-431.43-20	PD FRONT BODY WORK UNIT # 918	985.50
	HP3014	741-8060-431.43-20	PD REAR SUSPENSION UNIT # 957	1,893.17
	HP3015	741-8060-431.43-20	PD WINDOW SWITCH UNIT # 952	1,177.74
				\$5,041.91
NORTH STAR LAND SCAPE LLC	1601-109	535-8090-452.56-60	LANDSCAPE MAINTENANC 8/2020	23,057.75
	1601-99	535-8090-452.56-60	LANDSCAPE MAINTENANC 8/2020	23,057.75
				\$46,115.50
O'REILLY AUTO PARTS	2959-280915	219-8085-431.43-21	ALTERNATOR SHUTTLE # 001	245.63
	2959-281326	219-8085-431.43-21	IGNITION COILS FOR BUSSES	142.59
	2959-272319	741-8060-431.43-20	BATTERIES FOR PD UNITS	630.16
	2959-272325	741-8060-431.43-20	DROP LIGHTS	275.60
	2959-272329	741-8060-431.43-20	OLY FILTERS	45.71
	2959-273242	741-8060-431.43-20	TIRE PRESSURE SENSORS	508.63
	2959-274765	741-8060-431.43-20	OXYGEN SENSOR PD #961	107.57
	2959-274808	741-8060-431.43-20	OL & ANTIFREEZE	375.21
	2959-278771	741-8060-431.43-20	DIGITAL A/C THERMOMETER	38.58
	2959-278855	741-8060-431.43-20	PD RADIATOR ELECTRIC FAN	205.27
	2959-278846	741-8060-431.43-20	FUEL TANK VAPORS PURGE	96.41
	2959-279145	741-8060-431.43-20	OL FILTER WRENCH	22.03
	2959-279234	741-8060-431.43-20	ELECTRIC FAN CONNECTOR	116.93
	2959-279271	741-8060-431.43-20	BATTERY FOR UNIT # 189	134.89
	2959-280904	741-8060-431.43-20	SPARK PLUGS,IGNITION WIRE	96.85
	2959-281051	741-8060-431.43-20	TIE ROD ENDS UNIT 909	123.63
	2959-281327	741-8060-431.43-20	FUEL TRANSFER PUMP #955	231.64
	2959-281367	741-8060-431.43-20	SPARK PLUG, COP COIL	281.26
	2959-281438	741-8060-431.43-20	BLOWER MOTOR UNIT # 279	92.64
	2959-281571	741-8060-431.43-20	PD POWER BRAKES BOOSTER	192.83
	2959-281594	741-8060-431.43-20	FUEL PUMP REMOVAL TOOL	80.47
	2959-282236	741-8060-431.43-20	OL FILTER WRENCH	132.28
	2959-282248	741-8060-431.43-20	ITEMS MULTIPLE VEHICLES	474.52
	2959-282419	741-8060-431.43-20	FUEL TANK VAPOR CANISTER	148.66
	2959-282422	741-8060-431.43-20	DISTRIBUTOR CAO PD # 102	18.21
	2959-282467	741-8060-431.43-20	DEFECTIVE PARTS CREDIT	-63.70
				\$4,754.50
OK PRINTING DESIGN & DIGITAL PRINT	1805	111-5010-419.61-20	COMU DEV OFFICE SUPPLIES	780.50
	1804	111-7040-421.61-31	PD ENVELOPES	179.18
OSUNA SINALOA AUTO GLASS CORP	1000876	741-8060-431.43-20	WINDSHIELD FOR UNIT # 973	\$95.68
	1000876	741-8060-431.43-20	WINDSHIELD FOR UNIT # 973	345.00
				\$690.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PARS	45905	111-9010-419.56-41	PARS ARS FEES 5/31/20	431.19
	45974	216-3010-415.56-41	PARS REP FEES 5/31/20	2,388.10
PITNEY BOWES	3104148499	111-7010-421.44-10	PD MAILING SYSTEM LEASE	\$2,819.29
PITNEY BOWES INC.	3104167529	111-9010-419.44-10	CLERK MAILING 6/30-9/29/20	561.87
	3104168657	111-9010-419.44-10	RELAY/INSERTING 7/1-9/30/20	531.09
RAMIREZ STRATEGIES, INC.	002	111-0210-413.56-41	ADM CONSULTING SRVC 8/2020	342.36
SARAH GUTIERREZ	76274 / 76834	111-0000-347.20-00	P&R SPORTS REFUND	\$873.45
SMART & FINAL	3192200053305	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	4,500.00
SOURCE ONE OFFICE PRODUCTS, INC.	WO-45928-1	111-1010-411.61-20	CLERK'S OFFICE SUPPLIES	\$4,500.00
SOUTH COAST AIR QUALITY MGMT DISTR.	3694175	741-8080-431.42-05	ICE EM ELEC GEN DIESEL	50.00
	3697211	741-8060-431.42-05	FLAT FEE LAST FY EMISSIONS	\$50.00
SOUTHERN CALIFORNIA EDISON	6/29/20-8/6/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	\$35.96
	7/8/20-8/21/20	111-8022-419.62-10	COURT HOUSE SRVC ACCTS	421.02
	6/29/20-8/6/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	136.40
	6/25/20-8/19/20	535-8016-431.62-10	VARIOUS SRVC LOCATIONS	\$557.42
	7/28/20-8/26/20	535-8016-431.62-10	SRVC AT 3220 OLIVE STREET	2,231.68
	6/25/20-8/19/20	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	2,308.65
	6/29/20-8/6/20	681-8030-461.62-20	VARIOUS SRVC LOCATIONS	4,694.18
SPARKLETT'S	19438227 082620	111-7010-421.56-41	PD WATER DELIVERY SRVC	14,517.01
ST FRANCIS, LLC.	1661082	221-8014-429.56-41	INSTALL TRAFFIC SIGNAL	32.39
STAPLES ADVANTAGE	8059513344	111-2030-413.61-20	HR OFFICE SUPPLIES	13,197.61
	8059513344	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	22,103.21
	8059513344	111-6010-451.61-20	P&R OFFICE SUPPLIES	\$569.69
	8059513344	111-6020-451.61-35	P&R OFFICE SUPPLIES	4,483.99
	8059513344	111-6030-451.61-35	P&R OFFICE SUPPLIES	\$4,483.99
	8059513344	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	27.66
	8059513344	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	111.76
	8059513344	111-7040-421.61-32	PD COMM OFFICE SUPPLIES	213.57
	8059513344	111-9010-490.61-60	COVID-19 OFFICE SUPPLIES	25.50
				60.64
				23.38
				97.73
				332.38
				522.42
				\$1,415.04

**CITY OF HUNTINGTON PARK
DEMAND REGISTER**

WR 9-15-2020

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STEAMX, LLC	56919	741-8060-431.43-20	HOSES & COUPLER	702.64
SUPERIOR COURT OF CALIFORNIA	JULY 2020	111-7010-415.56-10	PRKNG CITATION SURCHARGE	\$702.64 24,522.00 \$24,522.00
T2 SYSTEMS CANADA INC.	IRIS0000072535	111-8010-415.56-41	PAY STATION SOFTWR 7/2020	2,250.00
	IRIS0000074585	111-8010-415.56-41	PAY STATION SOFTWR 8/2020	2,250.00
	IRIS0000075520	111-8010-415.56-41	PAY STATION SOFTWR 9/2020	2,250.00
TOWN HALL STREAMS	10948	111-1010-411.56-41	COUNCIL STREAMING 9/2020	\$6,750.00
UNDERGROUND SERVICE ALERT OF SO CAL	820200130	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	300.00
	DSB20194522	221-8014-429.56-41	STATE REGULATORY FEE	\$300.00
VALLEY ALARM	950837	111-8020-431.56-41	ALARM SERVICES 7/2020	665.66
	955683	111-8020-431.56-41	ALARM SERVICES 8/2020	665.34
	950837	111-8022-419.56-41	ALARM SERVICES 7/2020	664.97
	955683	111-8022-419.56-41	ALARM SERVICES 8/2020	665.33
	950837	111-8023-451.56-41	ALARM SERVICES 7/2020	715.32
	955683	111-8023-451.56-41	ALARM SERVICES 8/2020	715.28
VELADA CONSULTING LLC	018	111-0210-413.56-41	CONSULTING SRVC 7/21-8/20/20	\$4,094.90 7,500.00
VERIZON WIRELESS	9860912705	111-5055-419.53-10	CODE ENFORCE CELL 7/17-8/16/20	\$7,500.00 208.32
VERONICA CASTRO	76298 / 76825	111-0000-347.20-00	P&R SPORTS REFUND	\$208.32 70.00
WEST GOVERNMENT SERVICES	84296114	111-7030-421.56-41	PD WEST INFO CHARGES	\$70.00 707.25
WEX BANK	67395419	741-8060-431.62-30	PD FUEL CHARGE	321.95 \$321.95
WHITTIER POLICE DEPARTMENT	MAV 001	111-7010-421.56-41	ANNUAL MUTUAL AID VEHICLE	500.00 \$500.00
				\$855,903.39

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



September 15, 2020

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO UPDATE THE URBAN WATER MANAGEMENT PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to update the Urban Water Management Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Urban Water Management Plans (UWMPs) must be prepared and updated every five years by the City. The last UWMP was updated in June of 2016. The UWMP supports the City's long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs.

The requirements for UWMPs are found in two sections of California Water Code, §10610-10656 and §10608. Urban water supplier that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections is required to submit an UWMP.

Within UWMPs, urban water suppliers must:

- Assess the reliability of water sources over a 20-year planning time frame
- Describe demand management measures and water shortage contingency plans
- Report progress toward meeting a targeted 20 percent reduction in per-capita (per-person) urban water consumption by the year 2020
- Discuss the use and planned use of recycled water

The information collected from the submitted UWMPs is useful for local, regional, and statewide water planning. Due date for urban water suppliers to submit their UWMPs to the State of California Department of Water Resources (DWR) is July 1, 2021.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO UPDATE THE URBAN WATER MANAGEMENT PLAN

September 15, 2020

Page 2 of 3

The following is a tentative schedule:

RFP ISSUED	September 18, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 5, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 15, 2020
TENTATIVE CITY COUNCIL AWARD DATE	November 3, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 11, 2020
URBAN WATER MANAGEMENT PLAN DUE TO STATE DWR	July 1, 2021

LEGAL REQUIREMENT

Public involvement and comment on the City's UWMP is encouraged. California law specifically requires water agencies to submit or post on the web for public viewing a copy of the adopted UWMP no later than 30 days after adoption. This copy may be in an electronic format.

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the tasks required from engineering firms to update the UWMP. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact. Proposals will be evaluated based on qualifications and fiscal aptitude to update the UWMP. Adopted fiscal year 2020-21 budget allocation is \$40,000 payable from Account No. 681-8030-461-56.41.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO UPDATE THE
URBAN WATER MANAGEMENT PLAN**

September 15, 2020

Page 3 of 3

Respectfully submitted,

A blue ink signature of the name Ricardo Reyes.

RICARDO REYES
City Manager

A blue ink signature of the name Cesar Roldan.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. EPA - Risk and Resilience Assessments and Emergency Response Plans RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL TO
UPDATE THE URBAN WATER MANAGEMENT PLAN**

PROPOSAL DUE DATE: OCTOBER 15, 2020 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants to update the Urban Water Management Plan (UWMP). UWMPs must be prepared and updated every five years by the City. The last UWMP was updated in June of 2016. The UWMP supports the City's long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs. Due date for urban water suppliers to submit their UWMPs to the State of California Department of Water Resources (DWR) is July 1, 2021. ATTACHMENT 1 contains important dates.

2. OVERVIEW

The City's water system is municipally owned and operated. The City has a total land area of three-square miles (1,916 acres). The Water Sewer Division of the Public Works Department provides potable water and maintains the sewer system throughout the City's service area. The City operates under a Council/Manager form of government. The five-member City Council is an elected body.

The City's water system consists of five active wells, two elevated storage tanks, and eight ground storage tanks for a total of ten storage reservoirs throughout the City. Potable water is delivered through a pressurized distribution system.

The City had a 2018 population of 58,173 and the 2019 total water demand of 4,187 acre-feet per year (AFY). The City receives its water from three main sources, local well water from the Los Angeles County Central Sub-basin (Basin) (part of the Coastal Plan of the Los Angeles Groundwater Basin), recycled water from treated wastewater, and imported water from the Central Basin Municipal Water District (CBMWD). CBMWD is southeast Los Angeles County's wholesale supplier and is a member agency of the Metropolitan Water District of Southern California (Metropolitan).

The requirements for UWMPs are found in two sections of California Water Code, §10610-10656 and §10608. Urban water supplier that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections is required to submit an UWMP.

Within UWMPs, urban water suppliers must:

- Assess the reliability of water sources over a 20-year planning time frame
- Describe demand management measures and water shortage contingency plans
- Report progress toward meeting a targeted 20 percent reduction in per-capita (per-person) urban water consumption by the year 2020
- Discuss the use and planned use of recycled water

The information collected from the submitted UWMPs is useful for local, regional, and statewide water planning.

Visit the State of California Department of Water Resources website to find more information on guidance for updating the UWMP: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>

3. SCOPE OF SERVICES

Urban water suppliers submit their UWMPs to DWR through the secure WUEdata portal by July 1, 2021. The consultant applying should have significant experience in preparing similar plans related to water systems.

The selected Consultant shall provide the full range of services for UWMP development including but not limited to: water production and consumption data gathering, review and analysis; population and demographic analysis; demand projection development; system supply analysis; water supply reliability assessment; water shortage contingency planning (WSCP) updates; demand management measure analysis; and climate change impact analysis.

As key sections of the UWMP are developed, namely the demand projection and water shortage contingency planning components, the Consultant shall in conjunction with City staff, make several presentations to the City Council and the public at scheduled meetings, via video conference as required due to the current pandemic guidelines. The purpose of these presentations will be to solicit City Council and public input well in advance of developing the final draft UWMP.

The Consultant shall also assist City staff with making the required notifications to other local agencies and public hearing notifications as specified by the Urban Water Management Planning Act. The Consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities as per the City's adopted ADA Transition Plan.

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the plans. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

The proposed Scope of Services for completing the City's 2020 UWMP is described below. The consultant will work under the direction of the Director of Public Works. Consultant shall perform the following tasks for preparing the 2020 UWMP. Consultant shall follow the guidelines and requirements identified in the 2020 Urban Water Management Plan Guidebook for Retail Urban Water Suppliers (slated for final release in Fall 2020).

Task 1: Kick-off Meeting/Preliminary Work

1. Review the City's 2015 UWMP.
2. Kick-off Meetings. Attend virtual meetings with City staff to review the scope of services, develop a detailed work plan and schedule, identify initial data needed to begin work and methods to obtain data, and establish schedule for biweekly check-

in meetings (virtual). Consultant to present the scope of work for the project, key milestones, and schedule. Any City Council, stakeholders or City staff members feedback on the UWMP process should be incorporated into the UWMP.

Task 2: Demand Projections

1. Develop water demand projections in five-year increments from 2020 through 2040.
 - a) Utilize information such as demographic data (e.g. population, housing unit and employment projections, etc.) from SCAG and the 2020 U.S. Census, and any other relevant planning document.
2. Historical and current water production data and consumption data by user class (single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire and other). Trends in water use reduction since 2000 should be analyzed and factored into the demand projection update.
3. Historical and current water savings estimates from on-going District conservation programs.
4. Any other information the Consultant feels is necessary or beneficial for this task.

Task 3: Water Shortage Contingency Plan

1. Working with City staff and using information supplied by the City, draft the Chapters of the 2020 UWMP related to water supply reliability and water shortage contingency planning. Must include the new Water Shortage Demand Assessment (WSDA) procedures necessary for City staff to complete subsequent Annual Water Loss Audit.
2. This task should develop a framework for determining drought stages that accounts for water supply shortages using an allocation-based system, or other similar system recommended by the consultant.

Task 4: Complete Draft of 2020 UWMP

1. Identify any remaining data needs and draft the remaining required chapters of the 2020 UWMP and the supporting sections of the plan (e.g., Table of Contents, List of Tables & Figures, Acronyms & Abbreviations, References, Appendices, etc.), as well as the section on climate change impacts, and the checklist developed by DWR to assist them with their review.
2. Draft UWMP should include analysis and discussion of supply reliability, specifically how desalinated water and recycled water could be a credit towards usage above the SBX7-7 limitations.
3. Send electronic copies of the draft plan to local water agencies and other public agencies designated by District staff, at least 60 days prior to public hearing.

Task 5: Complete Final 2020 UWMP

1. Complete a final version of the 2020 UWMP, incorporating staff, other public agency, public and City Council comments, as appropriate.
2. In conjunction with City staff, present the final draft to the City Council and the public at a public hearing in May/June 2021. After the public hearing the City Council will consider final adoption of this plan.

3. Provide the City with an electronic copy (one Word format and one PDF format) on flash drive of the final adopted 2020 UWMP. The flash drive should include all files used to create the UWMP document, in a usable format to the City. The Consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities.

Task 6: Plan Submittal

1. Following adoption of the 2020 UWMP, submit the plan electronically as required/requested by the DWR by the July 1, 2021 submittal date.

Task 7: Corrections

1. Make any corrections identified as necessary by DWR after adoption and submit an electronic copy (one Word format and one PDF format) of the final 2020 UWMP with DWR comments incorporated to the City. The flash drive should include all files used to create the UWMP document, in a usable format to the City.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

5. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

6. 2015 URBAN WATER MANAGEMENT PLAN

Please see ATTACHMENT 4 – 2015 URBAN WATER MANAGEMENT PLAN

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (40%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (10%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (40%) – Proposal for completing the plans in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as

relates to indemnification, insurance requirements and standards of care.
*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1-page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1-page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 3-page of the proposed approach to drafting the UWMP. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each

task. Include a brief overview of the Consultant's understanding of the tasks. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 1-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this contract. The designated project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultant's approach to implement a plan-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past plans in which the personnel to be used by consultant for this contract were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific tasks contained within the plans will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is completed by the DWR mandated deadline. The consultant shall submit a detailed schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under which service will be provided. In so far as the proposer's

proposal contemplates an increase in compensation rates or charges prior to the completion of the Scope of Work, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside “**Urban Water Management Plan RFP**” and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@h pca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 5, 2020**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, OCTOBER 15, 2020** to:

City of Huntington Park – City Clerk’s Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – 2015 URBAN WATER MANAGEMENT PLAN

ATTACHMENT 1 – IMPORTANT DATES

IMPORTANT DATES

RFP ISSUED	September 18, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 5, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 15, 2020
TENTATIVE CITY COUNCIL AWARD DATE	November 3, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 11, 2020
URBAN WATER MANAGEMENT PLAN DUE TO STATE DWR	July 1, 2021

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV,
INSURANCE

4.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 **PERS ELIGIBILITY INDEMNITY:** In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i.** Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii.** Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

Request for Proposal

Urban Water Management Plan

Page | 35

SUBJECT TO CHANGE ACCORDING TO EVENT

CERTIFICATE OF LIABILITY INSURANCE		DATE [Redacted]	DATE RECEIVED/ENTERED [Redacted]																														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																	
PRODUCER <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Agent or Broker Name & Address</p> </div>		CONTACT NAME: [Redacted] INC. NO. [Redacted] PHONE: [Redacted] ADDRESS: [Redacted] INSURER(S) AFFORDING COVERAGE PRODUCER A: [Redacted] NAME B: [Redacted] PRODUCER B: [Redacted] PRODUCER C: [Redacted] PRODUCER D: [Redacted] PRODUCER E: [Redacted] PRODUCER F: [Redacted]																															
INSURED <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Insured Name & Address</p> </div>		Insurance Company Name(s) <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Insurance Company Name(s)</p> </div>																															
COVERS CERTIFICATE NUMBER: [Redacted] REVISION NUMBER: [Redacted]																																	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																	
Must mark either a "Y" or "N" <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Y N</p> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">TYPE OF INSURANCE</th> <th style="width: 10%;">DESCRIPTION</th> <th style="width: 10%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY PERIOD</th> <th style="width: 10%;">CLAIMS</th> </tr> </thead> <tbody> <tr> <td>COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> UNLTD</td> <td></td> <td style="text-align: center;">Policy Number</td> <td style="text-align: center;">Current Policy Period</td> <td></td> </tr> <tr> <td>GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> EXPT <input type="checkbox"/> LOC OTHER</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNER AUTOMOBILE AUTOS ONLY</td> <td><input checked="" type="checkbox"/> SEDAN/EST. <input type="checkbox"/> AUTO <input type="checkbox"/> VAN/MPV <input type="checkbox"/> AUTO/SUV</td> <td style="text-align: center;">Policy Number</td> <td style="text-align: center;">Current Policy Period</td> <td></td> </tr> <tr> <td>UMBRELLA LIMIT EXCESS LIMIT</td> <td>OCO JR. EXCESS/UMBRELLA</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PREMIUMS PAID TO DATE Mandatory in NY from certificate holder DESCRIPTION OF OPERATIONS below</td> <td><input checked="" type="checkbox"/> N/A</td> <td style="text-align: center;">Policy Number</td> <td style="text-align: center;">Current Policy Period</td> <td></td> </tr> </tbody> </table>			TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY PERIOD	CLAIMS	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> UNLTD		Policy Number	Current Policy Period		GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> EXPT <input type="checkbox"/> LOC OTHER					AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNER AUTOMOBILE AUTOS ONLY	<input checked="" type="checkbox"/> SEDAN/EST. <input type="checkbox"/> AUTO <input type="checkbox"/> VAN/MPV <input type="checkbox"/> AUTO/SUV	Policy Number	Current Policy Period		UMBRELLA LIMIT EXCESS LIMIT	OCO JR. EXCESS/UMBRELLA				WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PREMIUMS PAID TO DATE Mandatory in NY from certificate holder DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	Policy Number	Current Policy Period	
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<p>EX-EXCLUSIONS</p> <p>EX-EXCLUDED BODY/FAULT (No Person) PROPERTY FAULT (No Person) PROPERTY DAMAGE (No Person)</p> <p>EX-EXCLUSIONS EX-EXCLUDED EX-EXCLUDED EX-EXCLUDED</p> <p>EX-EXCLUSIONS EX-EXCLUDED EX-EXCLUDED EX-EXCLUDED</p>				Combined Single Limit: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>\$1,000,000</p> </div>																													
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 201, Additional Remarks Schedule, may be attached if extra space is required)</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p> </div>				Ex- Accident: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>\$1,000,000</p> </div>																													

<p>CERTIFICATE HOLDER</p> <div style="border: 1px solid black; padding: 5px; width: 100%;"> <p>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p> </div>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE:</p> <div style="border: 1px solid black; padding: 5px; width: 100%;"> <p>SIGNATURE</p> </div>
--	---

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section II – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT 4 – 2015 URBAN WATER MANAGEMENT PLAN



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*

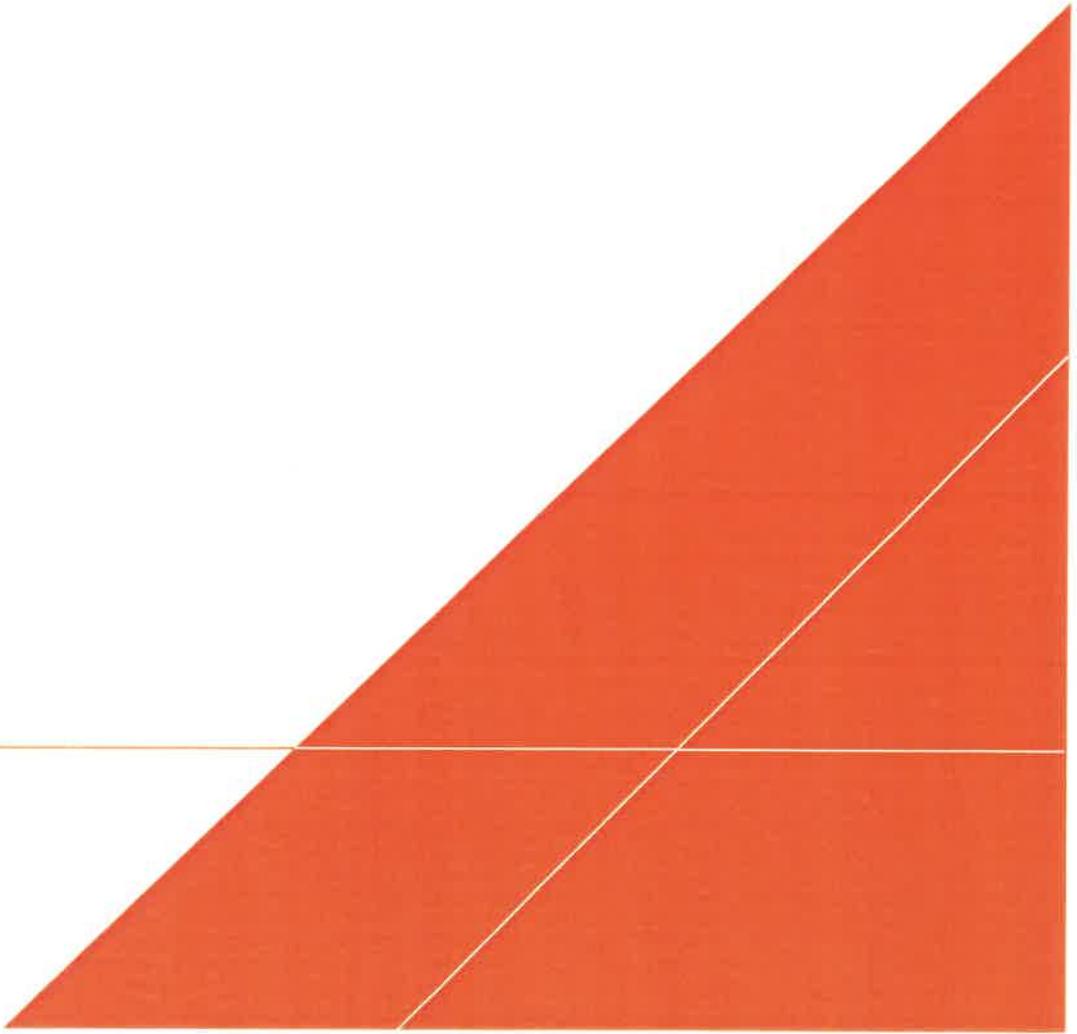
 **ARCADIS** | Design & Consultancy
for natural and built assets

2015

URBAN WATER MANAGEMENT PLAN

FINAL

JUNE 2016

A large, solid orange triangle is positioned in the bottom right corner of the page. It is oriented such that its hypotenuse runs from the bottom-left towards the top-right. A thin white line is drawn from the top-right vertex of the triangle down towards the bottom-left, intersecting the page's border.

2015 URBAN WATER MANAGEMENT PLAN

City of Huntington Park

FINAL



Sarina Sriboonlue, P.E.
Staff Environmental Engineer

Prepared for:
City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Prepared by:
Arcadis U.S., Inc.
445 South Figueroa Street
Suite 3650
Los Angeles
California 90071
Tel 213 486 9884
Fax 213 486 9894

Our Ref.:
5553015.0000
Date:
June 2016

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- D City Ordinance
- E Notification of Public and Service Area Suppliers
- F Adopted UWMP Resolution
- G AWWA Water Loss Audit Worksheet

ACRONYMS AND ABBREVIATIONS

20x2020	20% Water Use Reduction in GPCD by Year 2020
Act	Urban Water Management Planning Act
AF	Acre-Feet
AFY	Acre-Feet per Year
AWWA	American Water Works Association
Basin	Central Groundwater Basin
Biops	Biological Opinions
BMP	Best Management Practice
CARL	Current Annual Real Losses
CBMWD	Central Basin Municipal Water District
CDPH	California Department of Public Health
CII	Commercial/Industrial/Institutional
City	City of Huntington Park
CRA	Colorado River Aqueduct
CUWCC	California Urban Water Conservation Council
CVP	Central Valley Project
CWAC	California Water Awareness Campaign
Delta	Sacramento-San Joaquin River Delta
DMM	Demand Management Measure
DOF	Department of Finance
DVL	Diamond Valley Lake
DWR	Department of Water Resources
EOC	Emergency Operation Center
FY	Fiscal Year
GAC	Granular Activated Carbon Filter
GPCD	Gallons per Capita per Day
GPM	Gallons per Minute
HECW	High Efficiency Clothes Washers
HET	High Efficiency Toilet
ILI	Infrastructure Leakage Index
IPR	Indirect Potable Reuse
IRP	Integrated Water Resources Plan
IWA	International Water Association
JWPCP	Joint Water Pollution Control Plant
LACFCD	Los Angeles County Flood Control District
LACSD	Sanitation Districts of Los Angeles County
LRP	Local Resources Program
MAF	Million Acre-Feet
MCL	Maximum Contaminant Level

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Metropolitan	Metropolitan Water District of Southern California
MGD	Million Gallons per Day
MHI	Median Household Income
NDMA	N-nitrosodimethylamine
PCE	Perchloroethylene
PPCP	Pharmaceuticals and Personal Care Product
Ppb	Parts per Billion
PSI	Pounds per Square Inch
QSA	Quantification Settlement Agreement
RHNA	Regional Housing Needs Assessment
SB	Senate Bill
SBx7-7	Senate Bill 7 as part of the Seventh Extraordinary Session
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SDCWA	San Diego County Water Authority
SDP	Seawater Desalination Program
SMSS	Soil Moisture Sensor System
Study	Colorado River Basin Water Supply and Demand Study
SWP	State Water Project
SWRCB	California State Water Resources Control Board
TCE	Trichloroethylene
TDS	Total Dissolved Solids
UARL	Unavoidable Annual Real Losses
UWMP	Urban Water Management Plan
VOC	Volatile Organic Compound
WBIC	Weather-Based Irrigation Controller
WQPP	Water Quality Protection Program
WRD	Water Replenishment District of Southern California
WRP	Water Reclamation Plant
WSAP	Water Supply Allocation Plan
WSDM	Water Surplus and Drought Management

1 INTRODUCTION

1.1 Urban Water Management Plan Requirements

Water Code Sections 10610 through 10656 of the Urban Water Management Planning Act (Act) require every urban water supplier providing water for municipal purposes to more than 3,000 service connections or supplying more than 3,000 acre-feet (AF) of water annually to prepare, adopt, and file an Urban Water Management Plan (UWMP) with the California Department of Water Resources (DWR) every five years in the years ending in zero and five. The 2015 UWMP updates are due to DWR by July 1, 2016.

This UWMP provides DWR with a detailed summary of the present and future water resources and demands within the City of Huntington Park (City) service area and assesses the City's water resource needs. Specifically, the UWMP provides water supply planning for a 25-year planning period in five-year increments and identifies water supplies needed to meet existing and future demands. The demand analysis must identify supply reliability under three hydrologic conditions: a normal year, a single-dry year, and multiple-dry years. The City's 2015 UWMP updates the 2010 UWMP in compliance with the requirements of the Act as amended in 2009, and includes a discussion of:

- Water Service Area and Facilities
- Water Sources and Supplies
- Water Use by Customer Type
- Demand Management Measures (DMM)
- Water Supply Reliability
- Planned Water Supply Projects and Programs
- Water Shortage Contingency Plan
- Recycled Water Use

Since the original Act's passage in 1983, several amendments have been added. The most recent changes affecting the 2015 UWMP include Senate Bill 7 as part of the Seventh Extraordinary Session (SBx7-7) and SB 1087. SBx7-7, or the Water Conservation Act of 2009, is part of the Delta Action Plan that stemmed from the Governor's goal to achieve a 20 percent statewide reduction in urban per capita water use by 2020 (20x2020). Reduction in water use is an important part of this plan that aims to sustainably manage the Sacramento-San Joaquin River Delta (Delta) and reduce conflicts between environmental conservation and water supply; it is detailed in Section 3.2.2. SBx7-7 requires each urban retail water supplier to develop urban water use targets to achieve the 20x2020 goal and the interim ten percent goal by 2015. Each urban retail water supplier must include in its 2015 UWMPs the following information from its target-setting process:

- Baseline daily per capita water use
- 2020 urban water use target

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- 2015 interim water use target compliance
- Compliance method being used along with calculation method and support data
- An implementation plan to meet the targets

The other recent amendment, made to the UWMP on September 19, 2014, is set forth by SB 1420, Distribution System Water Losses. SB 1420 requires water purveyors to quantify distribution system losses for the most recent 12-month period available. The water loss quantification is based on the water system balance methodology developed by the American Water Works Association (AWWA).

The sections in this UWMP correspond to the outline of the Act, specifically Article 2, Contents of Plans, Sections 10631, 10632, and 10633. The sequence used for the required information differs slightly in order to present information in a manner reflecting the unique characteristics of the City's water utility. The UWMP Checklist has been completed, which identifies the location of Act requirements in this Plan and is included in Appendix A. This is an individual UWMP for a retail agency, as shown in Tables 1-1 and 1-2. Table 1-2 also indicates the units that will be used throughout this document.

Table 1-1: Plan Identification

Plan Identification	
Select Only One	Type of Plan
<input checked="" type="checkbox"/>	Individual UWMP
<input type="checkbox"/>	Water Supplier is also a member of a RUWMP
<input type="checkbox"/>	Water Supplier is also a member of a Regional Alliance
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)
NOTES:	

Table 1-2: Agency Identification

Agency Identification	
Type of Agency	
<input type="checkbox"/>	Agency is a wholesaler
<input checked="" type="checkbox"/>	Agency is a retailer
Fiscal or Calendar Year	
<input type="checkbox"/>	UWMP Tables Are in Calendar Years
<input checked="" type="checkbox"/>	UWMP Tables Are in Fiscal Years
If Using Fiscal Years Provide Month and Date that the Fiscal Year Begins (mm/dd)	
7/1	
Units of Measure Used in UWMP	
Unit	AF
NOTES:	

1.2 Agency Overview

The City's water system is municipally owned and operated. The Water Sewer Division of the Public Works Department provides potable water and maintains the sewer system throughout the City's service area.

The City operates under a Council/Manager form of government. The five-member City Council is an elected body with its members serving four year terms. Annually on March 1, the City Council chooses a member to serve as Mayor and one to serve as Vice Mayor for a one-year term. Current City Council members are

- Graciela Ortiz, Mayor
- Marilyn Sanabria, Vice Mayor
- Karina Macias, Councilmember
- Valentin P. Amezquita, Councilmember
- Jhonny Pineda, Councilmember

The City has a 2015 population of 65,704 and the 2015 total water demand of 4,537 acre-feet per year (AFY). The City receives its water from three main sources, local well water from the Los Angeles County Central Subbasin (Basin) (part of the Coastal Plan of the Los Angeles Groundwater Basin), recycled water from treated wastewater, and imported water from the Central Basin Municipal Water District (CBMWD). CBMWD is southeast Los Angeles County's wholesale supplier and is a member agency of

the Metropolitan Water District of Southern California (Metropolitan). The City's location within CBMWD is shown on Figure 1-1.

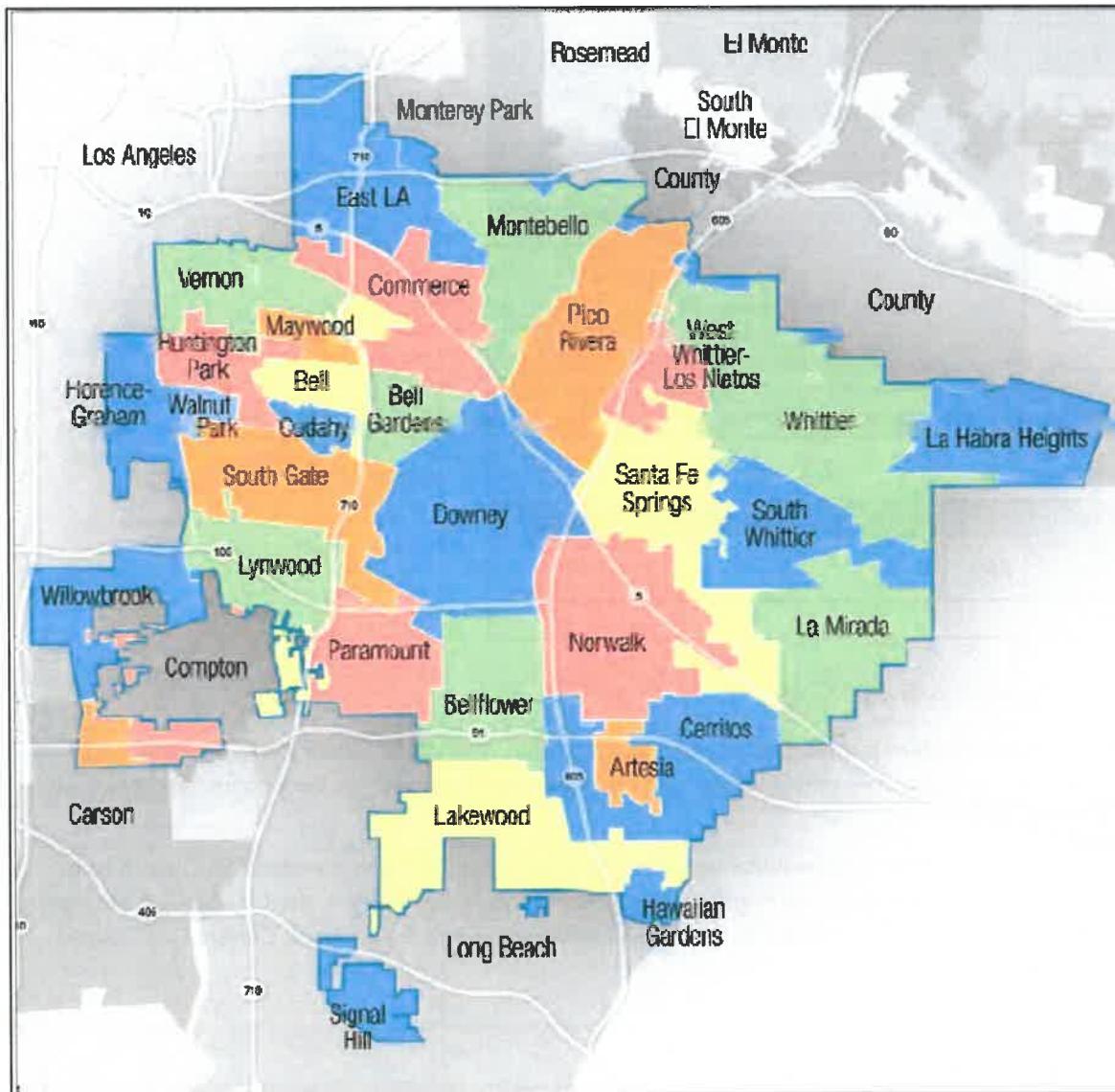


Figure 1-1: Regional Location of Urban Water Supplier

1.3 Service Area and Facilities

1.3.1 City of Huntington Park Service Area

The City has a total land area of three square miles (1,916 acres). It is located approximately 5.5 miles from the City of Los Angeles and is bounded by the City of Vernon to the north, City of Bell to the east, and unincorporated community to the west, and the City of South Gate to the south.

The Long Beach Freeway (I-710) generally serves as the City's eastern boundary. The Century Freeway (I-105) traverses the southern portion of the City, while the junction connecting the Santa Ana Freeway (I-5), Santa Monica Freeway (I-10), and the Pomona Freeway (SR-60) is located to the north of the City. Figure 1-2 shows the City's distribution system throughout its service area.

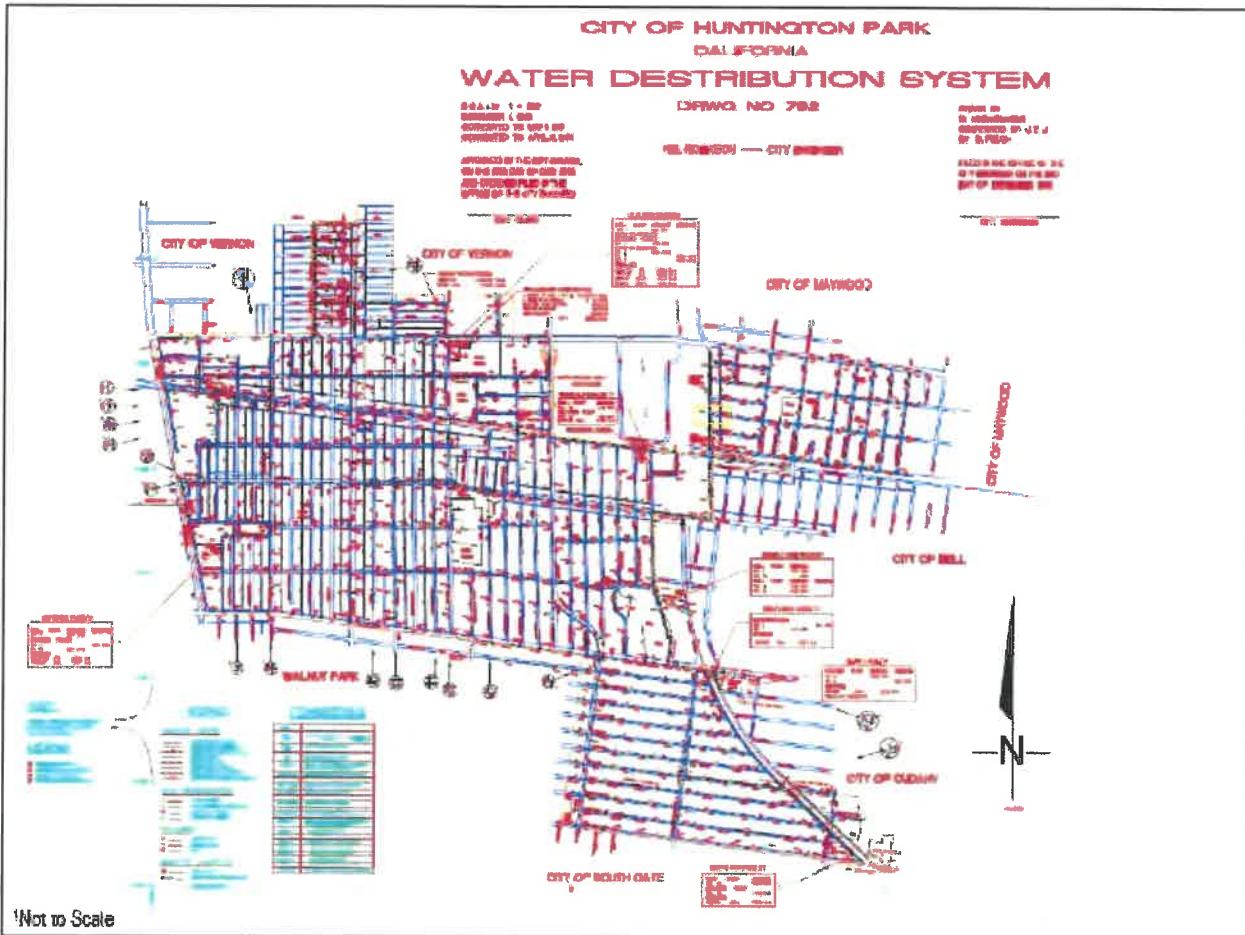


Figure 1-2: City of Huntington Park Distribution System

1.3.2 City of Huntington Park Water Facilities

The City's water system consists of five active wells, two elevated storage tanks, and eight ground storage tanks for a total of ten storage reservoirs throughout the City. Potable water is delivered through a pressurized distribution system as shown on Figure 1-2. A summary of the City's Facility is described in Tables 1-3 and 1-4.

The City is in the process of replacing all of the water delivery mains with ten-inch pipes. In addition to ensuring the delivery of quality water to residential, commercial, and light industrial users, this project will continue to ensure a reliable fire flow demand and industrial requirements of 5,000 gallons per minute (gpm) at 20 pounds per square inch (psi) per minute.

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The system connections and water volume supplied, including recycled water, are summarized in Table 1-5, and the wholesalers informed of this water use as required are displayed in Table 1-6.

Table 1-3: System Facility Summary – Pump Capacity

System Facility Summary – Pump Capacity				
Location (Water Yard)	Well Pump	Gallons per Day (GPD)	Booster Pump	GPD
Santa Ana	Well 12	1,944,000	Booster 12	2,030,400
Bear	N/A	N/A	Booster 8 & 9	3,463,200
Randolph	Well 14	1,872,000	Booster 14	1,706,400
Cottage	Well 15	1,814,400	Booster 11 & 15	4,377,600
Bissel	Well 16	2,059,200	N/A	N/A
Slauson	Well 17	1,944,000	Booster 1,2,3 & 4	13,946,400
Salt Lake	N/A	N/A	Booster 6 & 7	3,211,200
Total		9,633,600		28,735,200

Table 1-4: System Facility Summary - Storage

System Facility Summary - Storage			
Location (Water Yard)	Type	Quantity	Capacity (Million Gallons)
Santa Ana	Ground Concrete	1	0.396
Bear	Ground Concrete	1	3.000
Randolph	Ground Concrete	1	0.396
Cottage	Elevated Steel & Ground Steel	1 of each	1.600
Bissel	N/A	N/A	N/A
Slauson	Ground Steel Ground Concrete	1 2	7.195
Salt Lake	Ground Steel	1	1.500
Total		10	14.147

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Table 1-5: Public Water Systems

Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
CA1910049	City of Huntington Park	6,600	4,537
	TOTAL	6,600	4,537
NOTES:			

Table 1-6: Water Suppliers Information Exchange

Retail: Water Supplier Information Exchange
The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.
CBMWD
NOTES:

2 DEMANDS

2.1 Overview

Since the last UWMP update, southern California's urban water demand has been largely shaped by the efforts to comply with SBx7-7. This law requires all California retail urban water suppliers serving more than 3,000 AFY or 3,000 service connections to achieve a 20 percent water demand reduction (from a historical baseline) by 2020. The City has been actively engaged in efforts to reduce water use in its service area to meet the 2015 interim 10 percent reduction and the 2020 final water use target. Meeting this target is critical to ensure the City's eligibility to receive future state water grants and loans.

In April 2015 Governor Brown issued an Emergency Drought Mandate as a result of one of the most severe droughts in California's history, requiring a collective reduction in statewide urban water use of 25 percent by February 2016, with each agency in the state given a specific reduction target by DWR. In response to the Governor's mandate, the City is carrying out more aggressive conservation efforts. It is also implementing higher (more restrictive) stages of its water conservation ordinance in order to achieve its demand reduction target of 8 percent set for the City.

This section analyzes the City's current water demands by customer type, factors that influence those demands, and projections of future water demands for the next 20 years. In addition, to satisfy SBx7-7 requirements, this section provides details for the SBx7-7 compliance method selection, baseline water use calculation, and 2015 and 2020 water use targets.

2.2 Factors Affecting Demand

Water demands within the City's service area are dependent on many factors such as local climate conditions and the evolving hydrology of the region, demographics, land use characteristics, and economics. In addition to local factors, southern California's imported water sources are also experiencing drought conditions that impact availability of current and future water supplies.

2.2.1 Climate Characteristics

The City is located within the South Coast Air Basin (SCAB) that encompasses all of Orange County, and the urban areas of Los Angeles, San Bernardino, and Riverside counties. The SCAB climate is characterized by southern California's "Mediterranean" climate: a semi-arid environment with mild winters, warm summers and moderate rainfall.

Local rainfall has limited impacts on reducing demand for the City. Water that infiltrates into the soil may enter groundwater supplies depending on the local geography. However, due to the large extent of impervious cover in southern California, rainfall runoff quickly flows to a system of concrete storm drains and channels that lead directly to the ocean. Los Angeles County Department of Public Works operates stormwater capture and replenishment activities at the San Gabriel River Spreading Grounds and Rio Hondo Spreading Grounds which contribute to the Central Groundwater Basin. Replenishment of the groundwater basin occurs through recycled water and untreated imported water managed by the Water Replenishment District of Southern California (WRD).

The City's imported water supplies from the State Water Project (SWP) and the Colorado River Aqueduct (CRA) are influenced by climate conditions in northern California and the Colorado River Basin, respectively. Both regions have been suffering from multi-year drought conditions with record low precipitation which directly impact water supplies to southern California.

2.2.2 Demographics

The City has a 2015 population of 65,704 according to DWR's Population Tool; the Tool determines population within the service area based on California Department of Finance (DOF) data. The City is almost completely built-out, and its population is projected to increase 2.5 percent by 2040, representing an average growth rate of 0.10 percent per year.

Growth has increased slightly since the 2010 UWMP as housing is becoming denser and new residential units are multi-storied. Table 2-1 shows the population projections in five-year increments out to 2040 within the City's service area.

Table 2-1: Population – Current and Projected

Retail: Population - Current and Projected						
Population Served	2015	2020	2025	2030	2035	2040
65,704	66,033	66,363	66,694	67,028	67,363	
NOTES:						

2.3 Water Use by Customer Type

An agency's water consumption can be projected by understanding the type of use and customer type creating the demand. Developing local water use profiles helps to identify when, where, how, quantity of water used, and by whom within the agency's service area. A comprehensive profile of the agency's service area enables the impacts of water conservation efforts to be assessed and to project the future benefit of water conservation programs.

The following sections of this UWMP provide an overview of the City's water consumption by customer account type as follows:

- Single-family Residential
- Multi-family Residential
- Commercial
- Institutional/ Government

Other water uses including sales to other agencies and non-revenue water are also discussed in this section.

2.3.1 Overview

There are 6,600 current customer active and inactive service connections in the City's water distribution system with all existing connections metered. Approximately 92 percent of the City's potable water

demand is residential, commercial/institutional accounts for six percent, and industrial accounts for one percent of the potable water demand.

Table 2-2 contains a summary of the City's total water demand in fiscal year (FY) 2014-15 for potable water volumes.

Table 2-2: Demands for Potable and Raw Water - Actual (AF)

Retail: Demands for Potable and Raw Water - Actual			
Use Type	2015 Actual		
	Additional Description	Level of Treatment When Delivered	Volume
Single Family		Drinking Water	3,929
Multi-Family		Drinking Water	181
Commercial	Includes Inst.	Drinking Water	269
Industrial		Drinking Water	45
Landscape		Drinking Water	15
Other		Drinking Water	45
Agricultural irrigation		Drinking Water	2
TOTAL			4,485
NOTES:			

2.3.2 Non-Residential

Non-residential use includes commercial, institutional and industrial water demands. The City has a mix of commercial uses (markets, restaurants, etc.), public entities (schools, fire stations and government offices), and office complexes that account for six percent of potable demand. Industrial water demand accounts for one percent of potable demand.

2.3.3 Sales to Other Agencies

The City does not sell water to other agencies.

2.3.4 Non-Revenue Water

Non-revenue water is defined by the International Water Association (IWA) as the difference between distribution systems input volume (i.e. production) and billed authorized consumption. Non-revenue water consists of three components: unbilled authorized consumption (e.g. hydrant flushing, firefighting, and blow-off water from well start-ups), real losses (e.g. leakage in mains and service lines, and storage tank overflows), and apparent losses (unauthorized consumption, customer metering inaccuracies and systematic data handling errors).

A water loss audit was conducted per AWWA methodology for the City to understand the relationship between water loss, operating costs and revenue losses. This audit was developed by the IWA Water Loss Task Force as a universal methodology that could be applied to any water distribution system. This audit meets the requirements of SB 1420 that was signed into law in September 2014. Understanding

and controlling water loss from a distribution system is an effective way for the City to achieve regulatory standards and manage their existing resources.

2.3.4.1 AWWA Water Audit Methodology

There are five data categories that are part of the AWWA Water Audit: 1) Water Supplied 2) Authorized Consumption 3) Water Losses 4) System Data and 5) Cost Data. Data was compiled from questionnaires, invoices, meter test results, and discussion with the City. Each data value has a corresponding validation score that evaluates the City's internal processes associated with that data entry. The scoring scale is 1-10 with 10 representing best practice.

The Water Supplied section represents the volume of water the City delivered from its own sources, purchased imported water, or water that was either exported or sold to another agency. Validation scores for each supply source correspond to meter accuracy and how often the meters are calibrated. If the calibration results of supply meters were provided, a weighted average of errors was calculated for master meter adjustment. This adjustment factor was applied to reported supply volumes for meters that were found to register either over or under the true volume. Validity scores for meter adjustment are based on how often the meter is read and what method is used.

The Authorized Consumption section breaks down consumption of the volume of Water Supplied. Billed metered water is billed and delivered to customers and makes up the majority of an agency's consumption. Billed unmetered water is water that is delivered to a customer for a set fee but the actual quantity of water is not metered. Customer accounts for this type of use are typically determined by utility policy. Unbilled metered water is the volume used and recorded, but the customer is not charged. This volume is typically used for City facilities per City policy. Unbilled unmetered water is authorized use that is neither billed nor metered which typically includes activities such as firefighting, flushing of water mains and sewers, street cleaning, and fire flow testing. The AWWA Water Audit recommends using the default value of 1.25 percent to represent this use, as calculating an accurate volume is often tedious due to the many different components involved and it represents a small portion of the City's overall use. For each consumption type listed above the associated validation score reflects utility policy for customer accounts, frequency of meter testing and replacement, computer-based billing and transition to electronic metering systems.

Water Losses are defined as the difference between the volume of water supplied and the volume of authorized consumption. Water losses are further broken down into apparent and real losses. Apparent losses include unauthorized consumption, customer meter inaccuracies and systematic data handling errors. Default percentages were provided for the Audit by AWWA for unauthorized consumption and systematic data handling error as this data is not often available. The corresponding default validation score assigned is 5 out of 10. A discrete validation score was included for customer meter inaccuracies to represent quality of meter testing records, testing procedures for meter accuracy, meter replacement cycles, and inclusion of new meter technology.

System Data includes information about the City's physical distribution system and customer accounts. The information included is: length of mains, number of active and inactive service connections, location of customer meters in relation to the property line, and the average operating pressure of the system. The number of service connections is automatically divided by the length of mains to find the service connection density of the system. The calculated service connection density determines which

performance indicators best represent a water system's real loss performance. The validity scores in this section relate to the water system's policies and procedures for calculating and documenting the required system data, quality of records kept, integration with an electronic database including GIS and SCADA, and how often this data is verified.

The final section is Cost Data and contains three important financial values related to system operation, customer cost and water production. The total annual cost of operating the water system, customer retail unit cost and the variable production cost per AF are included. The customer retail unit value is applied to the apparent losses to determine lost revenue, while the variable production cost is typically applied to real losses. In water systems with scarce water supplies, a case can be made for real losses to be valued at the retail rate, as this volume of water could be sold to additional customers if it were not lost.] Validity scores for these items consider how often audits of the financial data and supporting documents are compiled and if third-party accounting professionals are part of the process.

Calculations based on the entered and sufficiently valid data produce a series of results that help the City quantify the volume and financial impacts of water loss and facilitate comparison of the City's water loss performance with that of other water systems who have also performed water loss audits using the AWWA methodology. The City's Data Validity Score was 67 out of 100, with a total water loss volume of 250 AFY. The Non-Revenue Water volume represents 6.8 percent of the total water supplied by the City. The value of non-revenue water is calculated to be \$241,020 per year.

The Infrastructure Leakage Index (ILI) is a performance indicator developed from the ratio of Current Annual Real Losses (CARL) to the Unavoidable Annual Real Losses (UARL). CARL was developed as part of the workbook and explained as real losses above. UARL is developed on a per system basis with an equation based on empirical data, developed by IWA that factors in the length of mains (including fire hydrant laterals), number of service connections, average distance of customer service connection piping between the curb stop and the customer meter and the total length of customer service piping, all multiplied by average system pressure. The City received an ILI score of 1.56, which taken at face value is a high score and indicates that real losses are well managed. This requires further field investigation of leakage if leakage detection and control practices are not extensively implemented and/or, given the Data Validity Score for some components in the Audit, further investigation/confirmation of entries such as water supplied/accuracy of supply meters, accuracy of customer meters, systematic data handling errors, and applicability of the default percentages applied in the audit.

Apparent losses make up a significant portion of the City's total water loss at 56 percent; as most of this was developed from default percentages provided by the AWWA Water Audit. Based on this information, the City can improve water loss by taking a closer look at apparent losses and developing a strategy to better quantify this data in the future. The overall Water Audit score can also be improved by meeting the standards AWWA has developed for each data point through clear City procedures and reliable data.

The result of the AWWA Water Audit completed for the City as required by the 2015 UWMP is summarized in Table 2-4. The water loss summary was calculated over a one-year period from available data and the methodology explained above.

Table 2-3: Water Loss Audit Summary (AF)

Retail: 12 Month Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss
07/2014	250
NOTES:	

2.4 Demand Projections

Demand projections are an average of ten year historical consumption and current conservation demand levels. The average demand increase for CBMWD was applied to the City's 2015 demands to determine future projections consistent with Metropolitan. In response to drought conditions and mandatory water conservation, the demand for water has been significantly reduced. As a result projections assume continued conservation and therefore an overall reduction in the projected demands.

2.4.1 25 Year Projections

A key component of the 2015 UWMP is to provide insight into the City's future water demand outlook. The City's 2015 potable water demand is 4,485 AFY, met through locally pumped groundwater and purchased imported water from CBMWD. Table 2-4 is a projection of the City's potable water demand for the next 25 years.

Table 2-4: Demands for Potable and Raw Water - Projected (AF)

Retail: Demands for Potable and Raw Water - Projected						
Use Type	Additional Description	Projected Water Use				
		2020	2025	2030	2035	2040
Single Family		4,251	4,251	4,251	4,251	4,251
Multi-Family		196	196	196	196	196
Commercial	And Institutional	291	291	291	291	291
Industrial		48	48	48	48	48
Landscape		16	16	16	16	16
Other		48	48	48	48	48
Agricultural irrigation		2	2	2	2	2
TOTAL		4,853	4,853	4,853	4,853	4,853
NOTES:						

The above demand values were developed based by the City for the 2015 UWMP. The City will aim to decrease its reliance on imported water by pursuing a variety of water conservation strategies and increasing local supplies, the City's per capita water use is projected to decrease as detailed in section 2.5 below. Table 2-5 displays the inclusion of future water savings in water use projections.

Table 2-5: Inclusion in Water Use Projections

Retail Only: Inclusion in Water Use Projections	
Are Future Water Savings Included in Projections?	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc... utilized in demand projections are found.	Section 4.1
Are Lower Income Residential Demands Included In Projections?	Yes
NOTES:	

The demand data presented in this section accounts for passive savings in the future. Passive savings are water savings as a result of Codes, Standards, Ordinances, or Transportation and Land Use Plans as well as public outreach on water conservation and higher efficiency fixtures. Passive savings are anticipated to continue for the next 25 years and will result in continued water savings and reduced consumption levels.

2.4.2 Total Water Demand Projections

Based on the information provided above, the total demand for potable and recycled water is listed below in Table 2-6 below. The City provides recycled water purchased from CBMWD to its customers.

Table 2-6: Total Water Demands (AF)

Retail: Total Water Demands						
	2015	2020	2025	2030	2035	2040
Potable and Raw Water	4,485	4,853	4,853	4,853	4,853	4,853
Recycled Water Demand	52	52	52	52	52	52
TOTAL WATER DEMAND	4,537	4,905	4,905	4,905	4,905	4,905
NOTES:						

2.4.3 Water Use for Lower Income Households

Since 2010, the UWMP Act has required retail water suppliers to include water use projections for single-family and multi-family residential housing for lower income and affordable households. This will assist the City in complying with the requirement under Government Code Section 65589.7 granting priority for providing water service to lower income households. A lower income household is defined as a household earning below 80 percent of the median household income (MHI).

DWR recommends retail suppliers rely on the housing elements of city or county general plans to quantify planned lower income housing with the City's service area (DWR, 2015 UWMP Guidebook, February 2016). The Regional Housing Needs Assessment (RHNA) assists jurisdictions in updating general plan's housing elements section. The RHNA identifies housing needs and assesses households by income level for the City through 2010 decennial Census and 2005-2009 American Community Survey data. The fifth cycle of the RHNA covers the planning period of October 2013 to October 2021. The Southern California

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Association of Governments (SCAG) adopted the RHNA Allocation Plan for this cycle on October 4, 2012 requiring housing elements updates by October 15, 2013. The California Department of Housing and Community Development reviewed the housing elements data submitted by jurisdictions in the SCAG region and concluded the data meets statutory requirements for the assessment of current housing needs.

The housing elements from the RHNA includes low income housing broken down into three categories: extremely low (less than 30 percent MHI), very low (31 percent - 50 percent MHI), and lower income (51 percent - 80 percent MHI). The report gives the household distribution for all households of various income levels in the City which can be seen in Table 2-7. Altogether the City has 62.08 percent low income housing (SCAG, RHNA, November 2013).

Table 2-7: Household Distribution Based on Median Household Income

Number of Households by Income	
Extremely Low Income	2,757
Very Low Income	2,696
Lower Income	3,734
Moderate Income	2,515
Above Income	3,096
Total Households	14,798

Table 2-8 provides the projected water needs for low income single family and multifamily units. The projected water demands shown here represent 62.08 percent of the projected water demand for the single-family and multifamily categories provided in Table 2-4 above. For example, the total low income single family residential demand is projected to be 2,639 AFY and while the total low income multi-family residential demand is projected to be 122 AFY.

Table 2-8: Projected Water Demands for Housing Needed for Low Income Households (AF)

Water Use Sector	Fiscal Year Ending				
	2020	2025	2030	2035	2040
Total Residential Demand	4,447	4,447	4,447	4,447	4,447
SF Residential Demand-Low Income Households	2,639	2,639	2,639	2,639	2,639
MF Residential Demand-Low Income Households	122	122	122	122	122
Total Low Income Households Demand	2,761	2,761	2,761	2,761	2,761

2.5 SBx7-7 Requirements

SBx7-7, signed into law on February 3, 2010, requires the State of California to reduce urban water use by 20 percent by the year 2020. The City must determine baseline water use during their baseline period and water use targets for the years 2015 and 2020 to meet the state's water reduction goal. The City may choose to comply with SBx7-7 individually or as a region in collaboration with other retail water suppliers. Under the regional compliance option, the City is still required to report its individual water use targets. The City is required to be in compliance with SBx7-7 either individually or as part of the alliance, or demonstrate they have a plan or have secured funding to be in compliance, in order to be eligible for water related state grants and loans on or after July 16, 2016 per Assembly Bill 1420.

For the 2015 UWMP, the City must demonstrate compliance with its 2015 water use target to indicate whether or not they are on track to meeting the 2020 water use target.

DWR also requires agencies to submit SBx7-7 Verification Forms, a set of standardized tables to demonstrate compliance with the Water Conservation Act in this 2015 UWMP.

2.5.1 Baseline Water Use

The baseline water use is the City's gross water use divided by its service area population, reported in gallons per capita per day (GPCD). Gross water use is a measure of water that enters the distribution system of the supplier over a 12-month period with certain allowable exclusions. These exclusions are:

- Recycled water delivered within the service area
- Indirect recycled water
- Water placed in long term storage
- Water conveyed to another urban supplier
- Water delivered for agricultural use
- Process water

Water suppliers must report baseline water use for two baseline periods, the 10- to 15-year baseline (baseline GPCD) and the five-year baseline (target confirmation) as described below.

2.5.1.1 Ten to 15-Year Baseline Period (Baseline GPCD)

The first step to calculating the City's water use targets is to determine its base daily per capita water use (baseline water use). This baseline water use is essentially the City's gross water use divided by its service area population, reported in GPCD. The baseline water use is calculated as a continuous (rolling) 10-year average during a period, which ends no earlier than December 31, 2004 and no later than December 31, 2010. Water suppliers whose recycled water made up 10 percent or more of their 2008 retail water delivery can use up to a 15-year average for the calculation. Recycled water was not greater than 10 percent of the City's retail delivery in 2008; therefore, a 10-year baseline period must be used.

The City's baseline water use is 77 GPCD, obtained from the 10-year period July 1, 2000 to June 30, 2010.

2.5.1.2 Five-Year Baseline Period (Target Confirmation)

Water suppliers are required to calculate water use, in GPCD, for a five-year baseline period. This number is used to confirm that the selected 2020 target meets the minimum water use reduction requirements. Regardless of the compliance option adopted by the City, it will need to meet a minimum water use target of five percent reduction from the five-year baseline water use. This five-year baseline water use is calculated as a continuous five-year average during a period, which ends no earlier than December 31, 2007 and no later than December 31, 2010. The City's five-year baseline water use is 76 GPCD, obtained from the five-year period July 1, 2003 to June 30, 2008.

2.5.1.3 Service Area Population

The City's service area boundaries correspond with the boundaries for a city or census designated place. This allows the City to use service area population estimates prepared by the DOF.

2.5.2 SBx7-7 Water Use Targets

In the 2015 UWMP, the City may update its 2020 water use target by selecting a different target method than what was used in 2010. The target methods and determination of the 2015 and 2020 targets are described below.

2.5.2.1 SBx7-7 Target Methods

DWR has established four target calculation methods for urban retail water suppliers to choose from. The City is required to adopt one of the four options to comply with SBx7-7 requirements. The four options include:

- *Option 1* requires a simple 20 percent reduction from the baseline by 2020 and 10 percent by 2015.
- *Option 2* employs a budget-based approach by requiring an agency to achieve a performance standard based on three metrics
 - Residential indoor water use of 55 GPCD
 - Landscape water use commensurate with the Model Landscape Ordinance
 - 10 percent reduction in baseline commercial/industrial/institutional (CII) water use
- *Option 3* is to achieve 95 percent of the applicable state hydrologic region target as set forth in the State's 20x2020 Water Conservation Plan.
- *Option 4* requires the subtraction of Total Savings from the baseline GPCD:
 - Total savings includes indoor residential savings, meter savings, CII savings, and landscape and water loss savings.

The City selected to comply with Option 3 consistent with the option selected in 2010.

2.5.2.2 2015 and 2020 Targets

Under Compliance Option 3, to achieve 95 percent of the South Coast Hydrologic Region target as set forth in the State's 20x2020 Water Conservation Plan, the City's 2015 target is 109 GPCD and the 2020 target is 142 GPCD as summarized in Table 2-9. The 2015 target is the midway value between the 10-year baseline and the confirmed 2020 target. However, since the City is below the 100 GPCD threshold, there is no required consumption reduction. Therefore the lower targets in Table 2-9 do not actually apply. The City will still strive to maintain consumption under 100 GPCD to maintain eligibility for the consumption reduction exemption.

Table 2-9: Baselines and Targets Summary

Baselines and Targets Summary <i>Retail Agency</i>					
Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	2001	2010	77	109	142
5 Year	2004	2008	76		
*All values are in Gallons per Capita per Day (GPCD)					
NOTES:					

Table 2-10 compares the City's 2015 water use target to its actual 2015 consumption. Based on this comparison, the City is in compliance with its 2015 interim target and has also already met the 2020 water use target.

Table 2-10: 2015 Compliance

2015 Compliance <i>Retail Agency</i>		
Actual 2015 GPCD*	2015 Interim Target GPCD*	Did Supplier Achieve Targeted Reduction for 2015? Y/N
61	109	Yes
*All values are in Gallons per Capita per Day (GPCD)		
NOTES:		

3 WATER SOURCES AND SUPPLY RELIABILITY

3.1 Overview

The City's water supply currently consists of groundwater, imported water, and recycled water, with groundwater making up most of its water supply portfolio. The City purchases imported water from CBMWD through Metropolitan to meet its demands. The sources of imported water supplies include the Colorado River and the SWP, delivered via the California Aqueduct. The City also distributes a relatively small amount of recycled water to one user to meet non-potable demands.

The following sections provide a detailed discussion of the City's water sources as well as the future water supply portfolio for the next 25 years. Additionally, the City's projected supply and demand under various hydrological conditions are compared to determine the City's supply reliability for the 25 year planning horizon. The City's projected water supply portfolio is shown on Figure 3-1.

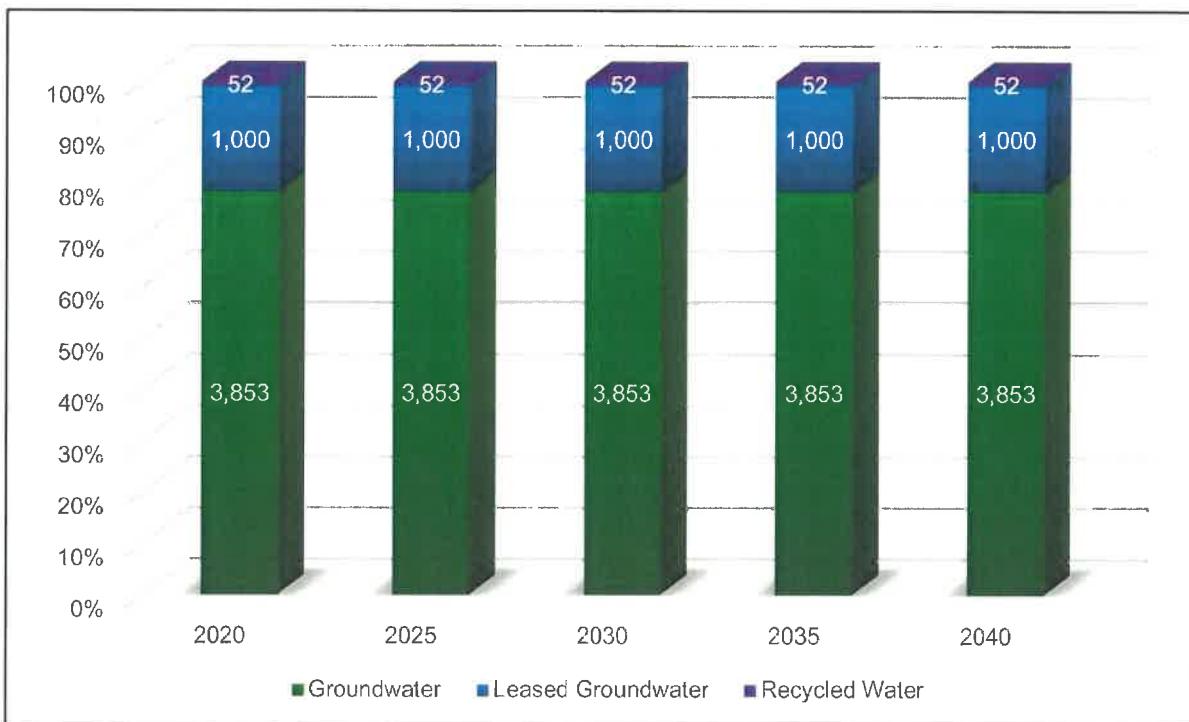


Figure 3-1: Projected Water Supply Sources (AF)

3.2 Water Sources

3.2.1 Metropolitan

Metropolitan is the largest water wholesaler for domestic and municipal uses in California, serving approximately 18.5 million customers. Metropolitan wholesales imported water supplies to 26 member

cities and water districts in six southern California counties. Its service area covers the southern California coastal plain, extending approximately 200 miles along the Pacific Ocean from the City of Oxnard on the north to the international boundary with Mexico on the south. This encompasses 5,200 square miles and includes portions of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura counties. Approximately 90 percent of the population from the aforementioned counties reside within Metropolitan's boundaries.

Metropolitan is governed by a Board of Directors comprised of 38 appointed individuals with a minimum of one representative from each of Metropolitan's 26 member agencies, with CBMWD being one such agency. The allocation of directors and voting rights are determined by each agency's assessed valuation. Each member of the Board shall be entitled to cast one vote for each ten million dollars (\$10,000,000) of assessed valuation of property taxable for district purposes, in accordance with Section 55 of the Metropolitan Water District Act. Directors can be appointed through the chief executive officer of the member agency or by a majority vote of the governing board of the agency. Directors are not compensated by Metropolitan for their service.

Metropolitan is responsible for importing water into the region through its operation of the CRA and its contract with the State of California for SWP supplies. Member agencies receive water from Metropolitan through various delivery points and pay for service through a rate structure made up of components such as uniform volumetric rates. Member agencies advise Metropolitan annually in April on how much water they anticipate they will need to meet their demands for the next five years.

3.2.2 Central Basin Municipal Water District

In 1954, CBMWD became a member agency of Metropolitan, an agency which provides the region with imported water. CBMWD is one of the largest member agencies of Metropolitan and serves more than two million people living in 24 cities in southeast Los Angeles County as well as unincorporated areas. Communities that CBMWD serve include the City, Artesia, Bell, Bellflower, Bell Gardens, parts of Carson, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, La Habra Heights, Lakewood, La Mirada, Lynwood, Maywood, Montebello, Monterey Park, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier. CBMWD also serves unincorporated areas of Los Angeles County such as East Los Angeles and South Whittier. CBMWD's service area is shown on Figure 3-2.

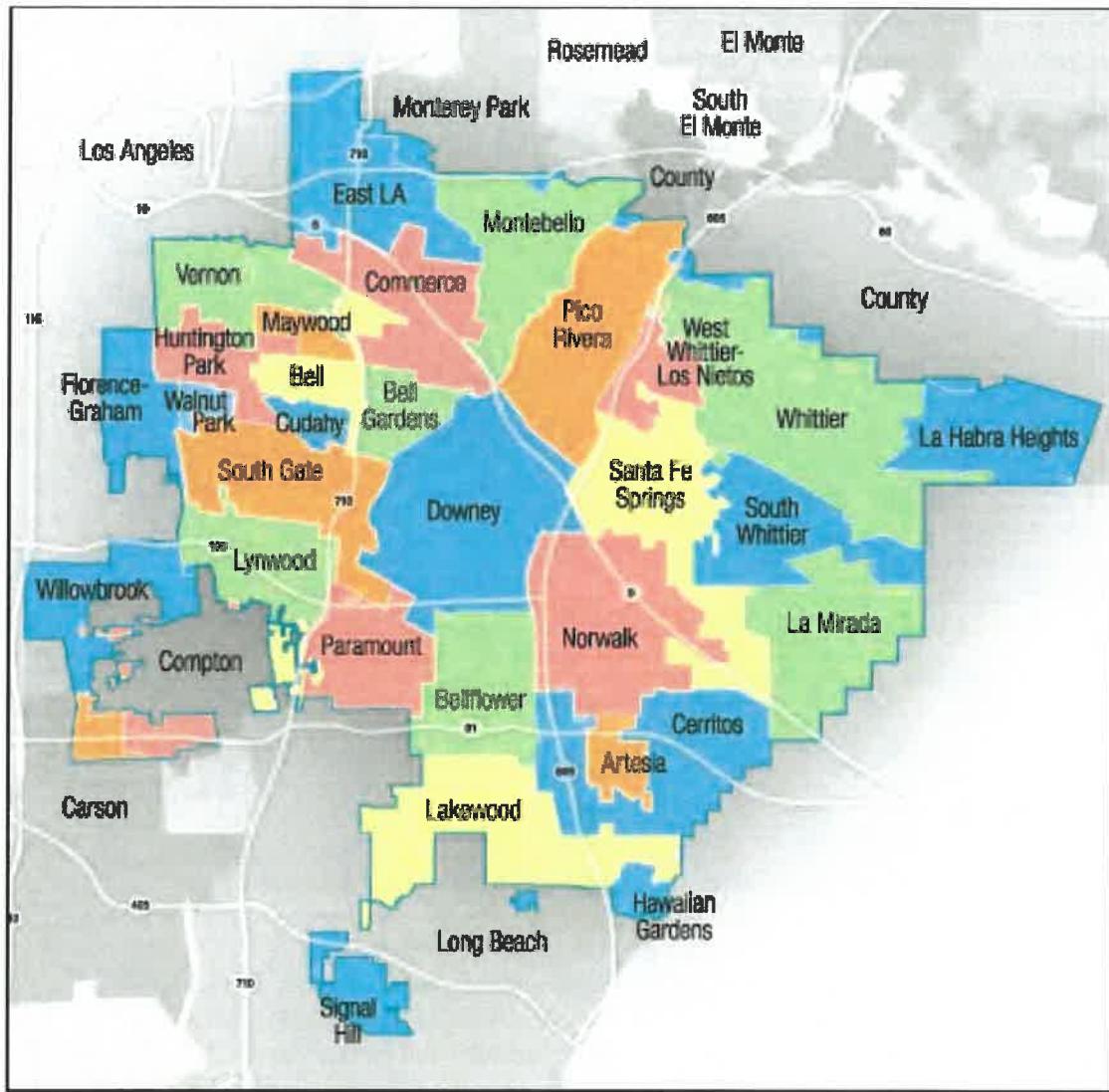


Figure 3-2: CBMWD Service Area

3.2.3 Water Replenishment District of Southern California

The WRD was formed in 1959 to address over-pumping of the Basin and West Coast Groundwater Basin that was causing wells to run dry and seawater intrusion to contaminate coastal freshwater aquifers. WRD is the official groundwater level monitoring entity for the Basin and West Coast Basin, managing groundwater for nearly four million residents. These basins supply approximately 250,000 AFY of groundwater to this population. The State of California relies on WRD to manage, regulate, replenish, and protect the quality of the groundwater supplies in the Basin and West Coast Groundwater Basins.

The WRD service area is bounded by the Baldwin, Whittier, and Merced Hills to the north, Orange County to the east, and the Pacific Ocean to the south and west. Its service area lies entirely within Los Angeles

County and serves 43 incorporated cities including the Cities of Los Angeles, Long Beach, Downey, and Torrance. WRD's boundaries are shown on Figure 3-3.

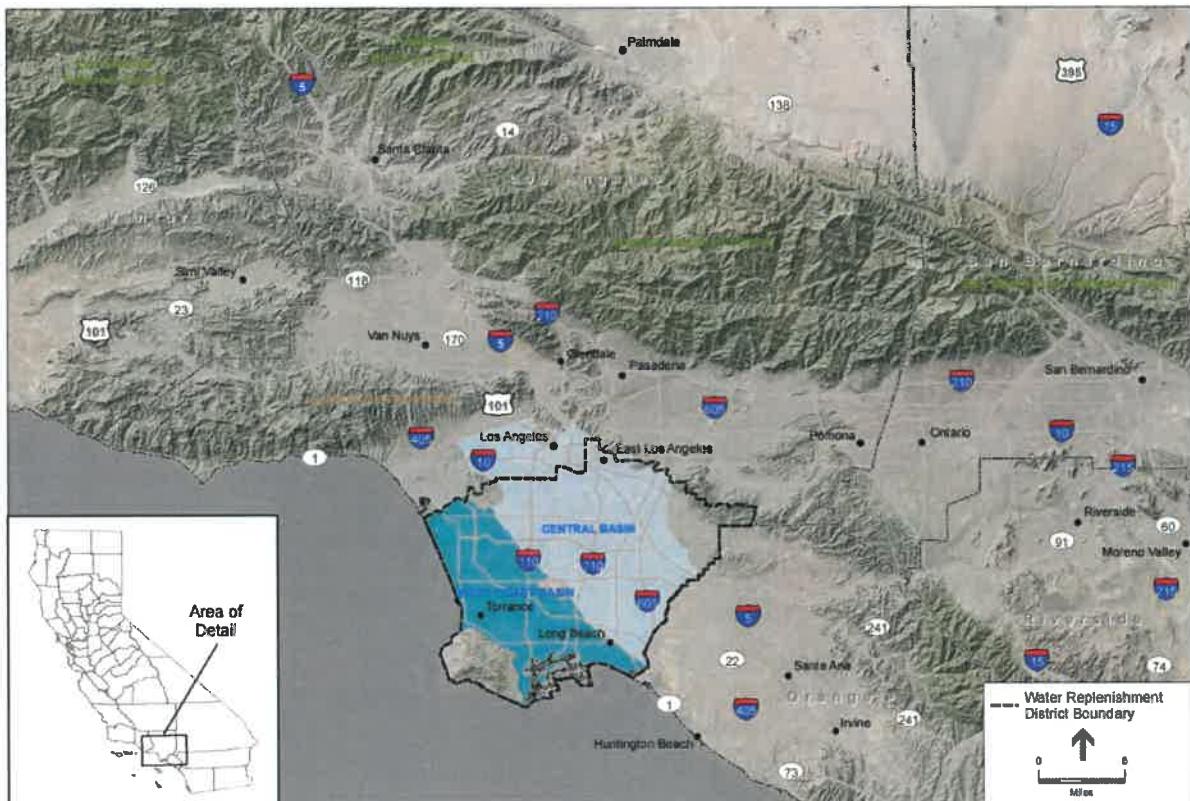


Figure 3-3: WRD's Service Area

WRD's primary responsibilities are to replenish the Basin and the West Coast Groundwater Basin sufficiently to meet local water rights and to implement clean water programs. WRD purchases approximately 80,000 to 120,000 AF of water annually to replenish the groundwater basins, either from percolation through spreading grounds or by direct injection into the aquifers using injection wells. Injection wells are used for two purposes, groundwater replenishment and prevention of seawater intrusion into the potable freshwater aquifers (WRD, Groundwater Basins Master Plan, December 2015).

3.2.4 Sanitation Districts of Los Angeles County (LACSD)

The City lies within the LACSD boundaries for sewer service. The entire LACSD service area includes 23 separate Sanitation Districts that serve about 5.7 million people in Los Angeles County. The overall service area is approximately 820 square miles and encompasses 78 cities as well as unincorporated areas of the County. The main purpose of LACSD is to construct, operate, and maintain facilities to collect, treat, recycle, and dispose of wastewater. The LACSD operates one wastewater treatment plant and ten reclamation plants. The City purchases recycled water from the LACSD Los Coyotes Water Reclamation Plant for distribution within its service area. More detailed information related to recycled water is discussed in Section 6 of this UWMP.

3.3 Imported Water

Imported water helps supplement groundwater supplies to meet the City's demands. In 2015, the City relied on 1,243 AFY of imported water purchased wholesale by CBMWD through Metropolitan. Imported water represents approximately 27 percent of the City's total water supply. Metropolitan's principal sources of water originate from two sources - the Colorado River via the CRA and the Lake Oroville watershed in Northern California through the SWP.

3.3.1 Colorado River Supplies

The CRA includes supplies from the implementation of the Quantification Settlement Agreement (QSA) and related agreements to transfer water from agricultural agencies to urban uses. The 2003 QSA enabled California to implement major Colorado River water conservation and transfer programs, stabilizing water supplies for 75 years and reducing the state's demand on the river to its 4.4 million acre-feet (MAF) entitlement. Colorado River transactions are potentially available to supply additional water up to the CRA capacity of 1.25 MAF on an as-needed basis. Water from the Colorado River or its tributaries is available to users in California, Arizona, Colorado, Nevada, New Mexico, Utah, and Wyoming, as well as to Mexico. California is apportioned the use of 4.4 MAF of water from the Colorado River each year plus one-half of any surplus that may be available for use collectively in Arizona, California, and Nevada. In addition, California has historically been allowed to use Colorado River water apportioned to but not used by Arizona or Nevada. Metropolitan has a basic entitlement of 550,000 AFY of Colorado River water, plus surplus water up to an additional 662,000 AFY when the following conditions exists (Metropolitan, 2015 UWMP, June 2016):

- Water unused by the California holders of priorities 1 through 3
- Water saved by the Palo Verde land management, crop rotation, and water supply program
- When the U.S. Secretary of the Interior makes available either one or both:
 - Surplus water is available
 - Colorado River water is apportioned to but unused by Arizona and/or Nevada

Unfortunately, Metropolitan has not received surplus water for a number of years. The Colorado River supply faces current and future imbalances between water supply and demand in the Colorado River Basin due to long term drought conditions. Over the past 16 years (2000-2015), there have only been three years when the Colorado River flow has been above average (Metropolitan, 2015 UWMP, June 2016). The long-term imbalance in future supply and demand is projected to be approximately 3.2 MAF by the year 2060.

Approximately 40 million people rely on the Colorado River and its tributaries for water with 5.5 million acres of land using Colorado River water for irrigation. Climate change will affect future supply and demand as increasing temperatures may increase evapotranspiration from vegetation along with an increase in water loss due to evaporation in reservoirs, therefore reducing the available amount of supply from the Colorado River and exacerbating imbalances between increasing demands from rapid growth and decreasing supplies.

The Colorado River Basin Water Supply and Demand Study (Study) assessed the historical water supply in the Colorado River Basin through two historical streamflow data sets, from the year 1906 through 2007 and the paleo-reconstructed record from 762 through 2005. The following are findings from the Study:

- Increased temperatures in both the Upper and Lower Colorado River Basins since the 1970s has been observed.
- Loss of springtime snowpack was observed with consistent results across the lower elevation northern latitudes of the western United States. The large loss of snow at lower elevations strongly suggest the cause is due to shifts in temperature.
- The deficit between the two year running average flow and the long-term mean annual flow that started in the year 2000 is more severe than any other deficit in the observed period, at nine years and 28 MAF deficit.
- There are deficits of greater severity from the longer paleo record compared to the period from 1906 through 2005. One deficit amounted to 35 MAF through a span of 16 years.
- A summary of the trends from the observed period suggest declining stream flows, increases in variability, and seasonal shifts in streamflow that may be related to shifts in temperature.

Findings concerning the future projected supply were obtained from the Downscaled General Circulation Model Projected scenario as the other methods did not consider the impacts of a changing climate beyond what has occurred historically. These findings include:

- Increased temperatures are projected across the Colorado River Basin with larger changes in the Upper Basin than in the Lower Basin. Annual Colorado River Basin-wide average temperature is projected to increase by 1.3 degrees Celsius over the period through 2040.
- Projected seasonal trends toward drying are significant in certain regions. A general trend towards drying is present in the Colorado River Basin, although increases in precipitation are projected for some higher elevation and hydrologically productive regions. Consistent and expansive drying conditions are projected for the spring and summer months throughout the Colorado River Basin, although some areas in the Lower Basin are projected to experience slight increases in precipitation, which is thought to be attributed to monsoonal influence in the region. Upper Basin precipitation is projected to increase in the fall and winter, and Lower Basin precipitation is projected to decrease.
- Snowpack is projected to decrease due to precipitation falling as rain rather than snow and warmer temperatures melting the snowpack earlier. Areas where precipitation does not change or increase is projected to have decreased snowpack in the fall and early winter. Substantial decreases in spring snowpack are projected to be widespread due to earlier melt or sublimation of snowpack.
- Runoff (both direct and base flow) is spatially diverse, but is generally projected to decrease, except in the northern Rockies. Runoff is projected to increase significantly in the higher elevation Upper Basin during winter but is projected to decrease during spring and summer.

The following future actions must be taken to implement solutions and help resolve the imbalance between water supply and demand in areas that use Colorado River water (U.S. Department of the Interior Bureau of Reclamation, Colorado River Basin Water Supply and Demand Study, December 2012):

- Resolution of significant uncertainties related to water conservation, reuse, water banking, and weather modification concepts.
- Costs, permitting issues, and energy availability issues relating to large-capacity augmentation projects need to be identified and investigated.
- Opportunities to advance and improve the resolution of future climate projections should be pursued.
- Consideration should be given to projects, policies, and programs that provide a wide-range of benefits to water users and healthy rivers for all users.

3.3.2 State Water Project Supplies

The SWP consists of a series of pump stations, reservoirs, aqueducts, tunnels, and power plants operated by DWR and is an integral part of the effort to ensure that business and industry, urban and suburban residents, and farmers throughout much of California have sufficient water. The SWP is the largest state-built, multipurpose, user-financed water project in the United States. Nearly two-thirds of residents in California receive at least part of their water from the SWP with approximately 70 percent of SWP's contracted water supply going to urban users and 30 percent to agricultural users. The primary purpose of the SWP is to divert and store water during wet periods in Northern and Central California and distribute it to areas of need in Northern California, the San Francisco Bay area, the San Joaquin Valley, the Central Coast, and southern California.

The availability of water supplies from the SWP can be highly variable. A wet water year may be followed by a dry or critically dry year and fisheries issues can restrict the operations of the export pumps even when water supplies are available.

The Delta is key to the SWP's ability to deliver water to its agricultural and urban contractors. All but five of the 29 SWP contractors receive water deliveries below the Delta (pumped via the Harvey O. Banks or Barker Slough pumping plants). However, the Delta faces many challenges concerning its long-term sustainability such as climate change posing a threat of increased variability in floods and droughts. Sea level rise complicates efforts in managing salinity levels and preserving water quality in the Delta to ensure a suitable water supply for urban and agricultural use. Furthermore, other challenges include continued subsidence of Delta islands, many of which are below sea level, and the related threat of a catastrophic levee failure as the water pressure increases, or as a result of a major seismic event.

Ongoing regulatory restrictions, such as those imposed by federal biological opinions (Biops) on the effects of SWP and the federal Central Valley Project (CVP) operations on certain marine life, also contributes to the challenge of determining the SWP's water delivery reliability. In dry, below-normal conditions, Metropolitan has increased the supplies delivered through the California Aqueduct by developing flexible CVP/SWP storage and transfer programs. The goal of the storage/transfer programs is to develop additional dry-year supplies that can be conveyed through the available Harvey O. Banks pumping plant capacity to maximize deliveries through the California Aqueduct during dry hydrologic conditions and regulatory restrictions. In addition, the California State Water Resources Control Board (SWRCB) has set water quality objectives that must be met by the SWP including minimum Delta outflows, limits on SWP and CVP Delta exports, and maximum allowable salinity level.

Metropolitan's Board approved a Delta Action Plan in June 2007 that provides a framework for staff to pursue actions with other agencies and stakeholders to build a sustainable Delta and reduce conflicts between water supply conveyance and the environment. The Delta action plan aims to prioritize immediate short-term actions to stabilize the Delta while an ultimate solution is selected, and mid-term steps to maintain the Delta while a long-term solution is implemented. Currently, Metropolitan is working towards addressing three basin elements: Delta ecosystem restoration, water supply conveyance, and flood control protection and storage development.

"Table A" water is the maximum entitlement of SWP water for each water contracting agency. Currently, the combined maximum Table A amount is 4.17 MAF. Of this amount, 4.13 MAF is the maximum Table A water available for delivery from the Delta pumps as stated in the State Water Contract. However, deliveries commonly are less than 50 percent of the Table A.

SWP contractors may receive Article 21 water on a short-term basis in addition to Table A water if requested. Article 21 of SWP contracts allows contractors to receive additional water deliveries only under specific conditions, generally during wet months of the year (December through March). Because an SWP contractor must have an immediate use for Article 21 supply or a place to store it outside of the SWP, there are few contractors like Metropolitan that can access such supplies.

Carryover water is SWP water allocated to an SWP contractor and approved for delivery to the contractor in a given year but not used by the end of the year. The unused water is stored in the SWP's share of San Luis Reservoir, when space is available, for the contractor to use in the following year.

Turnback pool water is essentially unused Table A water. Turnback pool water is able to be purchased by another contractor depending on its availability.

SWP Delta exports are the water supplies that are transferred directly to SWP contractors or to San Luis Reservoir storage south of the Delta via the Harvey O. Banks pumping plant. Estimated average annual Delta exports and SWP Table A water deliveries have generally decreased since 2005, when Delta export regulations affecting SWP pumping operations became more restrictive due to the Biops. A summary of SWP water deliveries from the years 2005 and 2013 is summarized in Table 3-1.

Table 3-1: Metropolitan Colorado River Aqueduct Program Capabilities (MAF)

Year	Average Annual Delta Exports	Average Annual Table A Deliveries
2005	2.96	2.82
2013	2.61	2.55
Percent Change	-11.7%	-9.4%

The following factors affect the ability to estimate existing and future water delivery reliability:

- Water availability at the source: Availability depends on the amount and timing of rain and snow that fall in any given year. Generally, during a single dry year or two, surface and groundwater storage can supply most water deliveries, but multiple dry years can result in critically low water reserves.

- Water rights with priority over the SWP: Water users with prior water rights are assigned higher priority in DWR's modeling of the SWP's water delivery reliability, even ahead of SWP Table A water.
- Climate change: mean temperatures are predicted to vary more significantly than previously expected. This change in climate is anticipated to bring warmer winter storms that result in less snowfall at lower elevations, reducing total snowpack. From historical data, DWR projects that by 2050, the Sierra snowpack will be reduced from its historical average by 25 to 40 percent. Increased precipitation as rain could result in a larger number of "rain-on-snow" events, causing snow to melt earlier in the year and over fewer days than historically, affecting the availability of water for pumping by the SWP during summer.
- Regulatory restrictions on SWP Delta exports due to the Biops to protect special-status species such as delta smelt and spring- and winter-run Chinook salmon. Restrictions on SWP operations imposed by state and federal agencies contribute substantially to the challenge of accurately determining the SWP's water delivery reliability in any given year.
- Ongoing environmental and policy planning efforts: the California WaterFix involves water delivery improvements that could reduce salinity levels by diverting a greater amount of lower salinity Sacramento water to the South Delta export pumps. The EcoRestore Program aims to restore at least 30,000 acres of Delta habitat, and plans to be well on the way to meeting that goal by the year 2020.
- Delta levee failure: The levees are vulnerable to failure because most original levees were simply built with soils dredged from nearby channels and were not engineered. A breach of one or more levees and island flooding could affect Delta water quality and SWP operations for several months. When islands are flooded, DWR may need to drastically decrease or even cease SWP Delta exports to evaluate damage caused by salinity in the Delta (Department of Water Resources, The State Water Project Final Delivery Capability Report 2015, July 2015).

DWR has altered the SWP operations to accommodate species of fish listed under the Biops, and these changes have adversely impacted SWP deliveries. DWR's Water Allocation Analysis indicated that export restrictions are currently reducing deliveries to Metropolitan as much as 150 TAF to 200 TAF under median hydrologic conditions.

Operational constraints likely will continue until a long-term solution to the problems in the Bay-Delta is identified and implemented. New Biops for listed species under the Federal ESA or by the California Department of Fish and Game's issuance of incidental take authorizations under the Federal ESA and California ESA might further adversely affect SWP and CVP operations. Additionally, new litigation, listings of additional species or new regulatory requirements could further adversely affect SWP operations in the future by requiring additional export reductions, releases of additional water from storage or other operational changes impacting water supply operations.

3.3.3 Storage

Storage is a major component of Metropolitan's dry year resource management strategy. Metropolitan's likelihood of having adequate supply capability to meet projected demands, without implementing its Water Supply Allocation Plan (WSAP), is dependent on its storage resources.

Lake Oroville is the SWP's largest storage facility, with a capacity of about 3.5 MAF. The water is released from Oroville Dam into the Feather River as needed, which converges with the Sacramento River while some of the water at Bethany Reservoir is diverted from the California Aqueduct into the South Bay Aqueduct. The primary pumping plant, the Harvey O. Banks pumping plant, pumps Delta water into the California Aqueduct, which is the longest water conveyance system in California.

3.4 Groundwater

Water from the Basin is a reliable source of high quality potable water and makes up a majority of the City's water supply portfolio. The City has a total adjudicated pumping rights of 3,853 AFY. Groundwater is pumped through five wells, Well Nos. 12, 14, 15, 16, and 17. These five wells have a total pumping capacity of 10,791 AF which is well above the City's allotted pumping rights in order to ensure a reliable source of supply. The City may exceed its total allotted pumping right under two circumstances:

- The City did not pump its total allotted pumping right of 3,853 AFY of water. Under this circumstance, up to the greater of 20 percent or 50 percent of the total allotment may be carried over the subsequent year.
- Another water retailer chooses to lease water pumping rights to the City.

In 2015, the City relied on approximately 3,242 AFY of groundwater to meet their demands.

3.4.1 Basin Characteristics

The Basin covers an area of about 270 square miles in the Los Angeles Coastal Plain in southeast Los Angeles County and has a total storage capacity of 13.8 MAF. The Basin is bounded on the north by the Hollywood Basin, and the Elysian, Repetto, Merced, and Puente Hills. The southeast boundary is along Coyote Creek, which is used to separate the Basin from the Orange County Groundwater Basin. The southwest boundary is the Newport-Inglewood fault system and uplift which separates it from the West Coast Groundwater Basin.

Water bearing formations include Holocene and Pleistocene age sediments at depths that range from 1,000 feet to 2,200 feet. The Basin is divided into two forebays and two pressure areas: the Los Angeles forebay, the Montebello forebay, the Whittier pressure areas, and the Basin pressure area. Both forebays consists of unconfined groundwater conditions and relatively interconnected aquifers that extend up to 1,600 feet deep to provide recharge to the aquifer system. The pressure areas extends 2,200 feet below the surface and are the largest of the Basin divisions, consisting of many aquifers of permeable sands and gravels separated by semi-permeable to impermeable sandy clay.

The locations of both the Central and West Coast Basins are shown on Figure 3-4.



Figure 3-4: Central Basin and West Coast Basin Location Map

3.4.2 Groundwater Recharge

For the past 73 years, the Basin has been artificially replenished through the San Gabriel River and Rio Hondo Spreading Grounds (spreading grounds), which were constructed by the Los Angeles County Flood Control District (LACFCD) and are owned and operated by LACDPW. Currently, approximately 50,000 AFY of recycled water from the San Jose Creek Water Reclamation Plant, Whittier Narrows Water Reclamation Plant, and Pomona Water Reclamation Plant are used for groundwater replenishment.

The various methods of recharging the Basin using imported and recycled water are described below:

- **Injection** – WRD recharges the Basin by injecting water into it to prevent seawater intrusion. A barrier is formed by injection of treated imported water from Metropolitan in wells along the West Coast Barrier Project (between Redondo Beach and El Segundo) and the Dominguez Gap Barrier Project (east of Palos Verdes Peninsula).
- **In-lieu Replenishment Water** – The In-lieu program allows the natural recharge of the Basin by offsetting groundwater production with the use of imported water. The reduction in pumping naturally recharges the Basin.

- Transfer from the Basin – Although not well quantified, groundwater from the Basin flows into the West Coast Groundwater Basin through the Newport Inglewood Uplift. This, along with natural percolation due to stormwater and irrigation, make up a small part of the overall recharge to the West Coast Groundwater Basin (WRD, Engineering Survey and Report, May 2015).

3.4.3 Groundwater Historical Extraction

A summary of the groundwater volume pumped by the City from 2011 to 2015 is shown in Table 3-2.

Table 3-2: Groundwater Volume Pumped (AF)

Retail: Groundwater Volume Pumped						
Groundwater Type	Location or Basin Name	2011	2012	2013	2014	2015
Alluvial Basin	Central Groundwater Basin	3,172	3,099	3,654	3,635	3,242
TOTAL		3,172	3,099	3,654	3,635	3,242
NOTES:						

3.5 Summary of Existing and Planned Sources of Water

The actual sources and volume of water for the year 2015 is displayed in Table 3-3.

Table 3-3: Water Supplies, Actual (AF)

Retail: Water Supplies — Actual			
Water Supply	Additional Detail on Water Supply	2015	
		Actual Volume	Water Quality
Groundwater	Central Groundwater Basin	3,242	Drinking Water
Purchased or Imported Water	CBMWD	1,243	Drinking Water
Recycled Water	CBMWD	52	Recycled Water
Total		4,537	
NOTES:			

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A summary of the projected amount of water supply per each source for the City is shown in Table 3-4.

Table 3-4: Water Supplies, Projected (AF)

Retail: Water Supplies — Projected		Projected Water Supply Report To the Extent Practicable				
Water Supply	Additional Detail on Water Supply	2020	2025	2030	2035	2040
		Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume
Groundwater	Central Groundwater Basin	3,853	3,853	3,853	3,853	3,853
Groundwater	Lease GW Rights - South Gate	1,000	1,000	1,000	1,000	1,000
Recycled Water	CBMWD	52	52	52	52	52
	Total	4,905	4,905	4,905	4,905	4,905

NOTES:

3.6 Recycled Water

The City uses recycled water to augment its groundwater and imported water supplies. Recycled water is currently used for non-potable purpose such as the irrigation of golf courses. Detailed information concerning the City's recycled water usage is included in Section 6.

3.7 Supply Reliability

3.7.1 Overview

Every urban water supplier is required to assess the reliability of their water service to its customers under normal, dry, and multiple dry water years. The City depends on a combination of imported and local supplies to meet its water demands and has taken numerous steps to ensure it has adequate supplies. Development of groundwater, groundwater recovery, and non-domestic water system opportunities augment the reliability of the imported water system. There are various factors that may impact reliability of supplies such as legal, environmental, water quality and climatic which are discussed below. The water supplies are projected to meet full-service demands; Metropolitan's 2015 UWMP finds that Metropolitan is able to meet, with existing supplies, full-service demands of its member agencies starting 2020 through 2040 during normal years, single dry year, and multiple dry years.

Metropolitan's 2015 Integrated Water Resources Plan (IRP) update describes the core water resource strategy that will be used to meet full-service demands at the retail level under all foreseeable hydrologic conditions from 2020 through 2040. The foundation of Metropolitan's resource strategy for achieving regional water supply reliability has been to develop and implement water resources programs and activities through its IRP preferred resource mix. This preferred resource mix includes conservation, local resources such as water recycling and groundwater recovery, Colorado River supplies and transfers, SWP supplies and transfers, in-region surface reservoir storage, in-region groundwater storage, out-of-region banking, treatment, conveyance and infrastructure improvements.

3.7.2 Metropolitan Integrated Resource Plan

The fundamental goal of the IRP is to have a reliable water system within southern California. Since the 2010 IRP, drought in California and across the southwestern United States has put the IRP adaptive management strategy to test. Dry conditions in California have persisted into 2015, resulting in a fourth consecutive year of drought. The year 2015 began with the driest January on record, resulting in the earliest and lowest snowpack peak in recorded history at only 17 percent of the traditional snowpack peak on April 1st. In the ten years since 2006, there were only two wet years, with the other eight years having been below normal, dry, or critically dry. The Colorado River watershed has also experienced an extended reduction in runoff. Within southern California, continuing dry conditions have impacted the region's local supplies, including its groundwater basins.

Southern California has a remarkable, unparalleled tradition of meeting its water challenges as a single cohesive region. Metropolitan serves as both importer of water and regional water planner. For the past generation, the IRP has served as the reliability road map for the region. Throughout 2015, Metropolitan engaged in a comprehensive process with its Board of Directors and member agencies to review how

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conditions have changed since the 2010 IRP Update and to establish targets for achieving regional reliability, taking into account known opportunities and risks. Areas reviewed in the 2015 IRP Update include demographics, hydrologic scenarios, water supplies from existing and new projects, water supply reliability analyses, and potential resource and conservation targets.

The 2015 IRP Update approach explicitly recognizes that there are remaining policy discussions that will be essential to guiding the development and maintenance of local supplies and conservation. Following adoption of the 2015 IRP Update and its targets for water supply reliability, Metropolitan will begin a process to address questions such as how to meet the targets for regional reliability, what are local and what are regional responsibilities, how to finance regional projects, etc. This discussion will involve extensive interaction with Metropolitan's Board of Directors and member agencies, with input from the public. The findings and conclusions of the 2015 IRP Update are (Metropolitan, Integrated Water Resources Plan, 2015):

- Action is needed – Without the investments in conservation, local supplies and the California WaterFix targeted in the 2015 IRP Update, Metropolitan's service area would experience unacceptable level of shortage allocation frequency in the future.
- Stabilize SWP supplies – The goal for SWP supplies is to adaptively manage flow and export regulations to achieve a long-term Delta solution that will enable a healthy ecosystem and address water reliability challenges. Also, efforts will be made to work with California WaterFix and California EcoRestore to facilitate a continuation of collaborative adaptive management with key regulatory agencies.
- Develop and protect local supplies and water conservation – The 2015 IRP Update embraces and advances the regional self-sufficiency ethics by increasing the targets for additional local supplies and conservation.
- Maximize the effectiveness of storage and transfers – Rebuilding Metropolitan's supply of water reserves is imperative when the drought is over. A comprehensive water transfer approach that takes advantage of water when it is available will help to stabilize and build storage reserves, increasing the ability for Metropolitan to meet water demands in dry years.
- Continue with the adaptive management approach – The IRP is updated periodically to incorporate changed conditions, and an implementation report is prepared annually to monitor the progress in resources development. The 2015 IRP also includes Future Supply Actions that would advance a new generation of local supplies through public outreach; development of legislation and regulation; technical studies and support; and land and resource acquisitions.

3.7.3 Factors Impacting Reliability

The Act requires a description of water supply reliability and vulnerability to seasonal or climatic shortage. The following are some of the factors identified by Metropolitan that may have an impact on the reliability of Metropolitan supplies.

3.7.3.1 Environment

Endangered species protection needs in the Delta have resulted in operational constraints to the SWP system, as mentioned previously in the SWP Supplies section.

3.7.3.2 Legal

The addition of more species under the Endangered Species Act and new regulatory requirements could impact SWP operations by requiring additional export reductions, releases of additional water from storage or other operational changes impacting water supply operations.

3.7.3.3 Water Quality

3.7.3.3.1 *Imported Water*

Metropolitan is responsible for providing high quality potable water throughout its service area. Over 300,000 water quality tests are performed per year on Metropolitan's water to test for regulated contaminants and additional contaminants of concern to ensure the safety of its waters. Metropolitan's supplies originate primarily from the CRA and from the SWP. A blend of these two sources, proportional to each year's availability of the source, is then delivered throughout Metropolitan's service area.

Metropolitan's primary water sources face individual water quality issues of concern. The CRA water source contains higher total dissolved solids (TDS) and the SWP contains higher levels of organic matter, lending to the formation of disinfection byproducts. To remediate the CRA's high level of salinity and the SWP's high level of organic matter, Metropolitan blends CRA and SWP supplies and has upgraded all of its treatment facilities to include ozone treatment processes. In addition, Metropolitan has been engaged in efforts to protect its Colorado River supplies from threats of uranium, perchlorate, and chromium VI while also investigating the potential water quality impact of emerging contaminants, N-nitrosodimethylamine (NDMA), and pharmaceuticals and personal care products (PPCP). While unforeseeable water quality issues could alter reliability, Metropolitan's current strategies ensure the deliverability of high quality water.

The presence of Quagga Mussels in water sources is a water quality concern. Quagga Mussels are an invasive species that was first discovered in 2007 at Lake Mead, on the Colorado River. This species of mussels form massive colonies in short periods of time, disrupting ecosystems and blocking water intakes. They are capable of causing significant disruption and damage to water distribution systems. Controlling the spread and impacts of this invasive species within the CRA requires extensive maintenance and results in reduced operational flexibility. It also resulted in Metropolitan eliminating deliveries of CRA water into Diamond Valley Lake (DVL) to keep the reservoir free from Quagga Mussels.

3.7.3.3.2 *Groundwater*

Groundwater in the CBMWD is continually monitored because of its susceptibility to seawater intrusion, potential contamination from adjacent basins, and migration of shallow contamination into deeper aquifers. The Alamitos Barrier, located in the southwest portion of CBMWD's service area, provides a buffer between the Basin and seawater intrusion. Imported Water is purchased from Metropolitan to be

used for surface spreading at the Montebello Fore bay and for seawater barrier injection at the Alamitos Barrier.

Except for a few instances of groundwater contamination problems, the Basin's groundwater quality is remarkably high. Contamination still occurs in isolated areas within the Basin. The major contaminants are listed below.

- Perchlorate
- Manganese
- Volatile Organic Compounds (VOC)
- Arsenic

Perchlorate

Perchlorate is a chemical compound used in a variety of defense and industrial applications, such as rockets, missiles, road flare, fireworks, air bag inflators, lubricating oils, tanning and finishing leather, and paints and enamels. As such, perchlorate commonly found in area where there was a defense industry complex. Human uptake of perchlorate is a health concern as it can inhibit the proper uptake of iodide by the thyroid gland, resulting in a decrease in hormones for normal growth and development and normal metabolism. Those that are affected most by the ingestion of perchlorate are infants, small children, and pregnant women. The California Department of Public Health (CDPH) finalized a primary maximum contaminant level (MCL) at 6 µg/L effective on October 2007.

Five production wells within the Basin had detectable perchlorate levels and only 2 out of 271 production wells contained perchlorate concentrations above the MCL.

The San Gabriel Valley Groundwater Basin was an important home of the defense industry in the 1950's and 1960's. Because of the amount of experimentation with rockets and rocket fuels, perchlorate is one of the most abundant contaminants that seeped into the groundwater. In response, the CBMWD Board of Directors supported a plan to clean up the contaminated groundwater before it migrated into the Basin. The "San Gabriel Basin Restoration Fund" was established through an act of Congress and the San Gabriel Valley Water Quality Authority was created. Eleven firms agreed to pay \$200 million to construct various treatment facilities and other water quality projects throughout the San Gabriel Valley to remove contaminants and restore the groundwater basin. That effort by the Water Quality Authority continues to this day.

Manganese

Manganese is naturally-occurring is an objectionable contaminant in water supply mainly for aesthetic reasons. Stains caused by manganese are black and difficult to remove. Manganese is a required nutrient that exists in natural environments. Humans need about 1 to 10 milligrams per day for normal dietary requirements. However, elevated levels can have serious impacts, particularly on children. For example, neurologic damage (mental and emotional disturbances, as well as difficulty in moving) has been reported to be permanent among miners exposed to high levels of airborne manganese for long periods of time. Lower chronic exposures in the workplace resulted in a decrease in various motor skills, balance and coordination, as well as increased memory loss, anxiety, and sleeplessness.

The secondary MCL for manganese is 5 parts per billion (ppb). Manganese concentrations in the Basin has widespread vertical and horizontal variations. 49 out of 236 production wells in the Basin had manganese concentrations that exceeded the MCL.

Volatile Organic Compounds

VOCs, such as perchloroethylene (PCE), was used as the primary chemical by dry cleaners for decades and trichloroethylene (TCE) was used as an industrial cleaning and degreasing solvent. Both of these organic compounds were generally used in quantities sufficient to contaminate the groundwater and both of them are considered carcinogenic even at low concentrations.

In the Main Basin, VOC's have remained a persistent problem. There are a number of granular activated carbon (GAC) wellhead treatment programs underway in the San Gabriel Valley. However, about fifteen years ago, the EPA and CBMWD noted the movement of VOC's from Main Basin into the Basin through the Whittier Narrows area. CBMWD took action and in 2001, began construction of the Water Quality Protection Program (WQPP) to intercept and treat the VOC plume before it could arrive at local wells.

Recently, a contaminated groundwater spill site was identified by the EPA. The Omega Chemical Corporation operated between 1976 and 1991 in an area of Whittier near Whittier Boulevard. Drums of waste solvents and other chemicals from various industrial activities were processed at this facility. As a result of the operations, spills and leaks of various chemicals occurred. The soil and groundwater beneath the Omega property became contaminated with high concentrations of PCE and TCE as well as Freon's 11 and 113 and other contaminants. Contaminated groundwater now extends about 4 miles down gradient of the Whittier property into Santa Fe Springs and Norwalk. In January 1999, the Omega site was placed on the EPA's National Priorities List, which is also known as Superfund List. EPA is now engaged in reviewing and selecting a methodology for cleaning up the contamination plume. The selected methodology will likely be something similar to the existing WQPP program operated by CBMWD for the contamination coming out of the Main Basin. CBMWD will continue to work with EPA and the retail agencies in the area to further develop this methodology in the near future.

Arsenic

Arsenic is a naturally occurring element that exists in the earth's rock formation and in the seas. Natural sources of arsenic include weathering and erosion of rocks, deposition of arsenic in water bodies, and uptake of the metal by animals and plants. Arsenic is odorless and tasteless, but it is toxic to humans, particularly in high concentrations or in low concentrations over a prolonged period. Arsenic is classified as a known human carcinogen by the EPA. CDPH established the primary MCL for arsenic at 10 µg/L effective November 28, 2008.

Ten production wells in the Basin contained arsenic concentrations above the established MCL between the years 2006-2009 (WRD, Regional Groundwater Monitoring Report, February 2010).

3.7.3.4 Climate Change

Changing climate patterns are expected to shift precipitation patterns and affect water supply. Unpredictable weather patterns will make water supply planning more challenging. The areas of concern for California include a reduction in Sierra Nevada Mountain snowpack, increased intensity and frequency of extreme weather events, and rising sea levels causing increased risk of Delta levee failure, seawater

intrusion of coastal groundwater basins, and potential cutbacks on the SWP and CVP. The major impact in California is that without additional surface storage, the earlier and heavier runoff (rather than snowpack retaining water in storage in the mountains), will result in more water being lost to the oceans. A heavy emphasis on storage is needed in the State of California.

In addition, the Colorado River Basin supplies have been inconsistent since about the year 2000, resulting in 13 of the last 16 years of the upper basin runoff being below normal. Climate models are predicting a continuation of this pattern whereby hotter and drier weather conditions will result in continuing lower runoff.

Legal, environmental, and water quality issues may have impacts on Metropolitan supplies. It is felt, however, that climatic factors would have more of an impact than legal, water quality, and environmental factors. Climatic conditions have been projected based on historical patterns but severe pattern changes are still a possibility in the future.

3.7.4 Normal-Year Reliability Comparison

The City has entitlements to receive imported water from Metropolitan through CBMWD via connection to Metropolitan's regional distribution system. Although pipeline and connection capacity rights do not guarantee the availability of water, they do guarantee the ability to convey water when it is available to the Metropolitan distribution system. All imported water supplies are assumed available to the City from existing water transmission facilities. The demand and supplies listed below also include local groundwater supplies that are available to the City through adjudicated groundwater basin rights.

For the 2015 UWMP, the normal dry year was selected as the City's 2015 demand. Due to ongoing drought conditions within California and the increased implementation of mitigation measures, 2015 was determined to represent an average water demand for this UWMP.

3.7.5 Single-Dry Year Reliability Comparison

A single-dry year is defined as a single year of no to minimal rainfall within a period that average precipitation is expected to occur. The City has documented that it is 100 percent reliable for single dry year demands from 2020 through 2040 with a demand increase of 3 percent using water year FY 1977 as the single dry-year. This percentage was determined for CBMWD by Metropolitan based on historical data for all of its retail agencies and applied to the City.

3.7.6 Multiple-Dry Year Period Reliability Comparison

Multiple-dry years are defined as three or more years with minimal rainfall within a period of average precipitation. The City is capable of meeting all customers' demands with significant reserves held by Metropolitan, local groundwater supplies, and conservation in multiple dry years from 2020 through 2040 with a demand increase of 5 percent using water years FY 1990-1992 as the driest years. Metropolitan chose the highest average demand over a three year period for the multi-dry year demand increase based on historical data. This value was repeated over the three year span as a conservative assumption where demand would increase significantly in a prolonged drought and would remain constant through the years. The methodology was developed for CBMWD and applied to the City for the UWMP, the results are located in Table 3-5.

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Table 3-5: Basis of Water Year Data

Retail: Basis of Water Year Data		Available Supplies if Year Type Repeats	
Year Type	Base Year	<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location
		<input checked="" type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available	% of Average Supply
Average Year	2015		100%
Single-Dry Year	1977		103%
Multiple-Dry Years 1st Year	1990		105%
Multiple-Dry Years 2nd Year	1991		105%
Multiple-Dry Years 3rd Year	1992		105%
NOTES:			

3.8 Supply and Demand Assessment

A comparison between the supply and the demand for projected years between 2020 and 2040 is shown in Table 3-6. As stated above, the available supply will meet projected demand due to diversified supply and conservation measures.

Table 3-6: Normal Year Supply and Demand Comparison (AF)

Retail: Normal Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	4,905	4,905	4,905	4,905	4,905
Demand totals	4,905	4,905	4,905	4,905	4,905
Difference	0	0	0	0	0
NOTES:					

A comparison between the supply and the demand in a single dry year is shown in Table 3-7. As stated above, the available supply will meet projected demand due to diversified supply and conservation measures.

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Table 3-7: Single Dry Year Supply and Demand Comparison (AF)

Retail: Single Dry Year Supply and Demand Comparison					
	2020	2025	2030	2035	2040
Supply totals	5,052	5,052	5,052	5,052	5,052
Demand totals	5,052	5,052	5,052	5,052	5,052
Difference	0	0	0	0	0
NOTES:					

A comparison between the supply and the demand in multiple dry years is shown in Table 3-8.

Table 3-8: Multiple Dry Years Supply and Demand Comparison (AF)

Retail: Multiple Dry Years Supply and Demand Comparison						
		2020	2025	2030	2035	2040
First year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0
Second year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0
Third year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0
NOTES:						

4 DEMAND MANAGEMENT MEASURES

4.1 Overview

The goal of the DMM section is to provide a comprehensive description of the water conservation programs that a supplier has implemented, is currently implementing, and plans to implement in order to meet its urban water use reduction targets. The reporting requirements for DMM have been significantly modified and streamlined in 2014 by Assembly Bill 2067. For a retail agency such as the City, the 2015 UWMP requirements have changed from reporting the 14 specific measures corresponding to the previous California Urban Water Conservation Council's (CUWCC) 14 Best Management Practices (BMP) to focusing more on measures related to CUWCC's Foundational BMPs (Utility Operations and Public Education Programs).

The City works with CBMWD, its imported water wholesaler, to implement water conservation programs to reduce the total demand of water throughout the City's service area. During the past five years, FY 2010-11 to 2014-15, the City, with the assistance of CBMWD, has implemented many water use efficiency programs for its residential, CII, and landscape customers. Table 4-1 summarizes the BMPs/DMMs.

Table 4-1: CUWCC BMP Organization and Names and UWMP DMMs

CUWCC BMP Organization and Names and UWMP DMMs					
Type	Category	BMP #	BMP Name	DMM #	DMM Name
Foundational	Operational Practices	1.1.1	Conservation Coordinator	12	Water Conservation Coordinator
		1.1.2	Water Waste Prevention	13	Water Waste Prohibition
		1.1.3	Wholesale Agency Assistance Programs	10	Wholesale Agency Programs
		1.2	Water Loss Control	3	System Water Audits, Leak Detection, and Repair
		1.3	Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections	4	Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections

CUWCC BMP Organization and Names and UWMP DMMs					
Type	Category	BMP #	BMP Name	DMM #	DMM Name
	Educational Programs	1.4	Retail Conservation Pricing	11	Conservation Pricing
		2.1	Public Information Programs	7	Public Information Programs
		2.2	School Education Programs	8	School Education Programs
Programmatic	Residential	3.1	Residential Assistance Program	1	Water Survey Programs for Single-Family Residential and Multi-Family Residential Customers
				2	Residential Plumbing Retrofit
		3.2	Landscape Water Survey	1	Water Survey Programs for Single-Family Residential and Multi-Family Residential Customers
		3.3	High-Efficiency Clothes Washing Machine, Financial Incentive Programs	6	High-Efficiency Washing Machine Rebate Programs
		3.4	WaterSense Specification toilets	14	Residential Ultra-Low-Flush Toilet Replacement Programs
	Commercial, Industrial, and Institutional	4	Commercial, Industrial, and Institutional	9	Conservation Programs for Commercial, Industrial, and Institutional Accounts
	Landscape	5	Landscape	5	Large Landscape Conservation Programs and Incentives

4.2 Utility Operations

4.2.1 Water Waste Prevention Ordinances

City Council established Title 6, Chapter 5, Article 4: Mandatory Water Conservation of the City Municipal Code with Ordinance 484-NS on April 17, 1991 and amended it with Ordinance 513-NS on January 6, 1993 (Appendix D). The Ordinance established six phases of water shortage and corresponding mandatory water use restrictions. These range from a ten percent voluntary reduction in consumption during Phase I, declared when future water supplies are uncertain, to a mandatory 30 percent reduction in consumption from the same period of the prior year during Phase VI, a 30 percent reduction in City water supply. In response to California's severe drought, the City Council passed Resolution 2014-25 on August 4, 2014, enacting Phase III of water conservation requirements. City Council also enacted Resolution 2015-21 on June 1, 2015, updating the Municipal Code to include the State Water Board's conservation practices that were previously absent from the Municipal Code and to reflect the State assigned conservation goal of 12 percent.

Conservation messaging is displayed on the City's two electronic reader boards, on the front page of the City's website, in the City's quarterly newsletter, and occasionally as a bill insert. Reports of water wasting have increased as a result of regional conservation advertising through the television and radio. Conservation requirement information is distributed during site visits to educate the public.

4.2.2 Metering

City owned facilities, including eleven buildings and four parks, are unmetered. The largest park that serves the region, the community center, and two of six medians are metered and use recycled water.

The contract operator replaces 400 meters of varying sizes, 2-inch and less, annually. The City has budgeted for new Automatic Meter Reading devices in FY 2016-17. A report is filed monthly, documenting the number of replacement that occur during this period.

Eight sites lack dedicated landscape meters. There are no plans to install Advanced Metering Infrastructure or Automatic Meter Reading Devices.

4.2.3 Conservation Pricing

The City converted from a bi-monthly to a monthly billing cycle in October 2012 and last implemented a rate increase in December 2012. The water bill has two components: a monthly water meter fee, which is a fixed charge based on water meter size, and a monthly water consumption charge, which is \$2.48 per 100 cubic feet. The conversion to a monthly billing cycle was not well received by the public. Consequently, in the spring of 2013, the City reverted to a bimonthly billing cycle.

4.2.4 Programs to Assess and Manage Distribution System Real Loss

Senate Bill (SB) 1420 signed into law in September 2014 requires urban water suppliers that submit UWMPs to calculate annual system water losses using the water audit methodology developed by the AWWA. SB 1420 requires the water loss audit be submitted to DWR every five years as part of the urban water supplier's UWMP. Water auditing is the basis for effective water loss control. DWR's UWMP

Guidebook include a water audit manual intended to help water utilities complete the AWWA Water Audit on an annual basis. A Water Loss Audit was completed by the City which identified areas for improvement and quantified total loss. Multiple criteria are a part of each validity score and a system wide approach will need to be implemented for the City's improvement. Quantified water loss for the FY 2014-15 was 250 AF which is a significant volume and presents opportunities for improvement.

The City has the ability to perform a system audit of its potable water system to determine the need for a full-scale system audit. The system audit is performed by tracking the actual metered water use, which can be compared to total well production. Production is tracked monthly and reviewed annually to determine if the system exhibits significant losses. Full scale system audits are performed on an as-needed basis.

4.2.5 Water Conservation Program Coordination and Staffing Support

Staff Analyst, Christina Dixon, functions as the water conservation coordinator. Ms. Dixon works closely with CBMWD, WRD, and Metropolitan on various special projects and represents the City at local, regional, and statewide workshops and organizations. In addition she promotes water conservation within the community to both business and residential customers, performs site visits, and monitors complaints. Her contact information is below:

- Name: Christina Dixon
- Title: Staff Analyst
- Address: 6900 Bissell Street, Huntington Park, CA 90255
- Phone: (323) 584-6323
- E-mail: Cdixon@h pca.gov

The City has historically had a part-time Water Conservation Coordinator. Table 4-2 outlines the staff allocations and actual/projected expenditures, funded through the in-house water fund, the City will allocate for their water conservation coordinator duties through 2015.

Table 4-2: Water Conservation Coordinator Staff Time and Expenditure

Water Conservation Coordinator Staff Time and Expenditure					
Year	2011	2012	2013	2014	2015
Number of Part-Time Staff	0.31	0.31	0.31	0.31	0.31
Actual Expenditures	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Year	2016*	2017*	2018*	2019*	2020*
Number of Part-Time Staff	0.25	0.25	0.25	0.25	0.25
Projected Expenditures	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
NOTES: *2016-2020 estimated					

4.3 Public Education and Outreach

The City recognizes the continued need for a public information program to maintain and increase the public's awareness of water and the need to use it wisely. The City promotes water conservation and other resource efficiencies in coordination with CBMWD, WRD, and TreePeople.

4.3.1 Public Information Programs

The City has initiated several projects to reach the public with information on water conservation. Articles are placed in the City's quarterly newsletter regarding various water conservation incentive programs. Brochures are also distributed at community events. Building inspectors provide brochures on conservation rebate programs to the building owners. Brochures are also available at the Building and Safety and Planning counters in City Hall. This information can also be found on the City's website. Rebate referral information is shown on the City's electronic boards and also on rebate fliers that are available at recreation facilities and at the City's public library.

Through its membership in CBMWD, the City is active in the California Water Awareness Campaign (CWAC), which is an association formed to coordinate efforts throughout the state during "May is Water Awareness Month." With this effort, water agencies throughout the state can tap into a large pool of knowledge and materials to promote a water awareness message not only in May, but throughout the year.

CBMWD also provides the community with a Speakers Bureau through which CBMWD's Board of Directors and staff work with local civic organizations and service clubs to provide information on a variety of programs and projects that promote conservation. Additionally, CBMWD provides education through its website, an interactive Blog, and various publication materials.

CBMWD has effectively bolstered its community outreach and public education programs by integrating social marketing strategies with existing outreach programs. CBMWD uses social media to disseminate information through websites such as Twitter, Facebook and YouTube. CBMWD has realized many campaign successes of increased community involvement, which is reflective in the upward curve of its website traffic.

In response to drought conditions and to facilitate the dissemination of information, CBMWD established the Conservation Coordinator's monthly roundtable. This venue offered the opportunity for conservation coordinators to share successful and unsuccessful ideas.

Prior to 2014, the City promoted conservation activities at the regional level. This included publicizing rebates offered by Metropolitan Water through CBMWD, partnering with CBMWD for water wise gardening classes, and funding a modest drought friendly demonstration garden at the Community Center located at 6923 Salt Lake Avenue.

In response to the drought and increased inquiries from the public, CBMWD staff provided the City's staff with a resource guide to assist the public with water conservation activities and training. Lastly, the City partnered with CBMWD at "National Night Out," and "Max the Water Dog" made a guest appearance to remind children about the importance of conserving water.

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The City also has a long term partnership with the WRD. The WRD sponsored Guest Certified Landscape Professionals and offered "Clase de Jardineria," translated to Landscape Workshop in English, for bilingual residents in the region. A series of six bilingual Eco Gardiner classes were offered following the Clase de Jardineria, with each class emphasizing a different aspect of environmentally friendly plant selection and landscape practices and techniques. The City and WRD partnered to sponsor a series of EcoPro 20X2020 workshops for landscape professionals. This series was attended by City landscape staff, contract staff, and landscape staff from neighboring communities.

The City also collaborates with TreePeople, a nonprofit organization that works with communities and governments in the Los Angeles area to promote climate-resiliency through sufficient tree canopy, local water, and healthy soil. The City has distributed about 300 fruit trees and planted approximately 100 trees with volunteers in partnership with TreePeople. In addition to planting trees, the TreePeople hold workshops on tree care, pruning, etc. An innovative pilot program has evolved where student volunteers participate in weekly, after school tree care for newly planted trees. The summer version is called "Tree Care Day Camp". The trees are measured, mulched, re-staked if necessary, and watered with recycled water. A separate but related program trained student volunteers to be tree planting supervisors.

The City's Public information actual and projected expenditures are shown in Tables 4-3 and 4-4, respectively.

Table 4-3: Public Information Actual Expenditures

Public Information Actual Expenditures					
Program	2011	2012	2013	2014	2015
Bill Inserts/Newsletters/Brochures	\$500	\$500	\$1000	1000	1,000
Demonstration Gardens	In-kind	In-kind	In-kind	In-kind	In-kind
Special Events/Media Events	500	\$1000	\$1200	\$1500	\$1500
Program to coordinate with other government agencies, industry, and public interest groups and media	\$1000	\$1000	\$1000	\$2500	\$2500
Actual Expenditures	\$2,000	\$2,500	\$3,200	\$5000	\$5000

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Table 4-4: Public Information Projected Expenditures

Public Information Actual Expenditures					
Program	2016	2017	2018	2019	2020
Bill Inserts/Newsletters/Brochures	1000	1000	1000	1000	1000
Demonstration Gardens	In-kind	In-kind	In-kind	In-kind	In-kind
Special Events/Media Events	1500	1500	1500	1500	1500
Program to coordinate with other government agencies, industry, and public interest groups and media	2500	2500	2500	2500	2500
Actual Expenditures	5000	5000	5000	5000	5000

4.3.2 School Education Programs

The City participates in CBMWD's school education programs that promote water conservation to elementary through high school students. CBMWD currently offers the following programs within its service area as well as the City:

- Water Squad Investigations (Grades 4 – 12)
- Water Wanderings (Grades 4 – 5)
- Think Watershed (Grades 4 – 6)
- Think Earth! It's Magic (Grades K – 5)
- Think Water! It's Magic (After School Program for Grades K – 5)
- "Water Is Life" Poster Contest (Grades 4 – 8)
- Waterlogged (Grades 9 – 12)
- Sewer Science (Grades 9-12)
- Conservation Connection: Water & Energy in Southern California (Grades 5 – 8)
- Water for the City: Southern California Urban Water Cycle (Grades 4 –8)

4.4 Residential Programs

SoCal Water\$mart Rebate Program for Residential

The City through CBMWD offers rebates for High Efficiency Toilets (HET), turf removal, high efficiency clothes washers (HECW), weather-based irrigation controllers (WBIC), rain barrels, rotating nozzles for pop-up spray heads, and soil moisture sensor systems (SMSS).

The largest amount of water used inside a home, 30 percent, goes toward flushing the toilet. The HET Program, implemented through various partnerships and grants, offers free HETs and rebates to residential customers for replacing their standard, water-guzzling toilets with HETs. HETs use 1.28 gallons of water or less per flush, which is 20 percent less water than standard toilets. In addition, HETs save an average of 38 gallons of water per day while maintaining high performance standards.

The HECW program is one of CBMWD's more successful programs. HECWs use 50 percent less water, 60 percent less electricity, and require less detergent. Businesses and multi-family complexes have also taken advantage of the rebate. The life of a HECW is approximately eight years and the anticipated lifetime water savings total 31.84 AF.

4.5 Commercial, Industrial, Institutional Programs

Socal Water\$mart Rebate Program for CII

The City through CBMWD offers financial incentives under the Socal Water\$mart Rebate Program which offers rebates for various water efficient devices to CII customers, such as HETs, ultralow volume urinals, connectionless food steamers, air-cooled ice machines, pH-cooling towers controller, and dry vacuum pumps.

Other CII Rebate Programs

In addition to the Water\$mart Rebates, the City through CBMWD also offers rebates for WBICs, central computer irrigation controllers, large rotary nozzles, rotating nozzles for pop-up spray heads, ice-making machines, laminar flow restrictors, in-stem flow restrictors, plumping flow control, waterbrooms, SMSS, turf removal, public agency landscape, landscape irrigation surveys, and water savings surveys.

4.6 Landscape Programs

Smart Gardening Workshops

CBMWD continues a partnership with the Los Angeles County Department of Public Works to bring free, educational gardening workshops to local residents. The workshops, which are offered in English and Spanish, provide information on California native plants, composting and gardening tips for residents, business owners, and local landscapers.

Eco Gardener Workshops

Increased public awareness about the importance of eco-friendly landscape practices led to the partnership with WRD. The series of workshops for homeowners and landscape professionals were accompanied with a full color workbook with photographs of California Friendly and drought tolerant plants, shrubbery, trees, flowers, and groundcover.

Drought Gardening Classes

With the increased interest in removing lawns to conserve water, CBMWD partnered with Metropolitan to host Drought Gardening Classes throughout the service area. These three hour classes provide information and the tools on how to create drought tolerant landscaping. Residents are taught by a

landscape professional. Each resident leaves the class with a better understanding on how water flows outside their home and how to best capture and use it for irrigation.

DWR Grant (Prop 50) – Large Landscape Water Conservation/Management and Education Program

The Large Landscape Water Conservation, Runoff Reduction and Educational Program provides \$900,000 in funding for the implementation of a water management program using WBICs and wireless technologies to significantly reduce the amount of runoff from large landscapes, street medians, and residential properties. CBMWD partners with local public agencies such as cities and school Districts to create Demonstration Gardens that enrich the environmental awareness of the community and promote the benefits of water efficient gardens.

U.S. D.O.E. (Energy Efficiency Conservation Block Grant) Water and Energy Emergency End Use Demand Management Measures Grant

The Water and Energy Emergency End Use Demand Management Measures Grant in the amount of \$2,000,000 was awarded to CBMWD under the United States Department of Energy Recovery Act - Energy Efficiency and Conservation Block Grant Program. Under this program, funding is provided to purchase and install a series of wireless controllers in residential and commercial settings that use radio commands for periodic pressure and management adjustments. A second element of the grant addresses water and energy demand management in recycled pipelines.

SoCal Water\$mart Rebate Program for Landscape

The City through CBMWD also offers financial incentives under the SoCal Water\$mart Rebate Program for a variety of water efficient landscape devices, such as Central Computer Irrigation Controllers, large rotary nozzles, and in-stem flow regulators.

5 WATER SHORTAGE CONTINGENCY PLAN

5.1 Overview

Recent water supply challenges throughout the American Southwest and the State of California have resulted in the development of a number of policy actions that water agencies would implement in the event of a water shortage. In southern California, the development of such policies has occurred at both the wholesale and retail level. This section describes how new and existing policies that Metropolitan, CBMWD, and the City have in place to respond to water supply shortages.

5.2 Shortage Actions

5.2.1 Metropolitan Water Surplus and Drought Management Plan

Metropolitan evaluates the level of supplies available and existing levels of water in storage to determine the appropriate management stage annually. Each stage is associated with specific resource management actions to avoid extreme shortages to the extent possible and minimize adverse impacts to retail customers should an extreme shortage occur. The sequencing outlined in the Water Surplus and Drought Management (WSDM) Plan reflects anticipated responses towards Metropolitan's existing and expected resource mix.

Surplus stages occur when net annual deliveries can be made to water storage programs. Under the WSDM Plan, there are four surplus management stages that provide a framework for actions to take for surplus supplies. Deliveries in DVL and in SWP terminal reservoirs continue through each surplus stage provided there is available storage capacity. Withdrawals from DVL for regulatory purposes or to meet seasonal demands may occur in any stage.

The WSDM Plan distinguishes between shortages, severe shortages, and extreme shortages. The differences between each term is listed below.

- **Shortage:** Metropolitan can meet full-service demands and partially meet or fully meet interruptible demands using stored water or water transfers as necessary.
- **Severe Shortage:** Metropolitan can meet full-service demands only by using stored water, transfers, and possibly calling for extraordinary conservation.
- **Extreme Shortage:** Metropolitan must allocate available supply to full-service customers.

There are six shortage management stages to guide resource management activities. These stages are defined by shortfalls in imported supply and water balances in Metropolitan's storage programs. When Metropolitan must make net withdrawals from storage to meet demands, it is considered to be in a shortage condition. Figure 5-1 gives a summary of actions under each surplus and shortage stages when an allocation plan is necessary to enforce mandatory cutbacks. The goal of the WSDM Plan is to avoid Stage 6, an extreme shortage.

2015 URBAN WATER MANAGEMENT PLAN

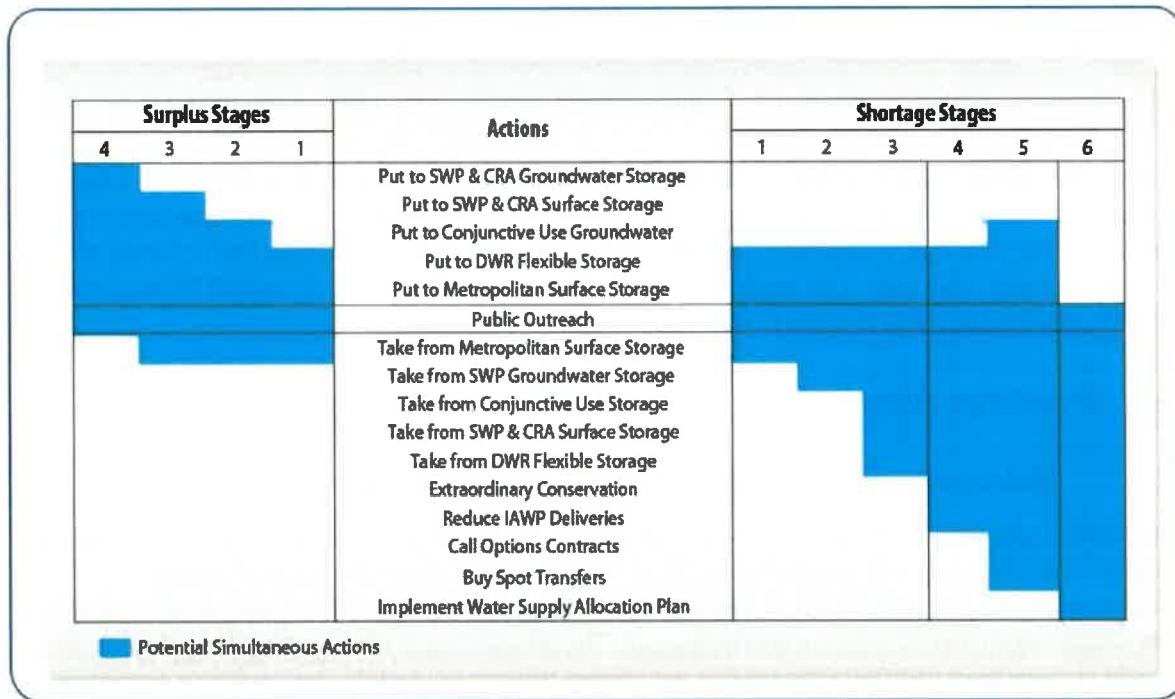


Figure 5-1: Resource Stages, Anticipated Actions, and Supply Declarations

Metropolitan's Board of Directors adopted a Water Supply Condition Framework in June 2008 in order to communicate the urgency of the region's water supply situation and the need for further water conservation practices. The framework has four conditions, each calling for increasing levels of conservation. Descriptions for each of the four conditions are listed below:

- Baseline Water Use Efficiency: Ongoing conservation, outreach, and recycling programs to achieve permanent reductions in water use and build storage reserves.
- Condition 1 Water Supply Watch: Local agency voluntary dry-year conservation measures and use of regional storage reserves.
- Condition 2 Water Supply Alert: Regional call for cities, counties, member agencies, and retail water agencies to implement extraordinary conservation through drought ordinances and other measures to mitigate use of storage reserves.
- Condition 3 Water Supply Allocation: Implement Metropolitan's WSAP

As noted in Condition 3, should supplies become limited to the point where imported water demands cannot be met, Metropolitan will allocate water through the WSAP (Metropolitan, 2015 UWMP, June 2016).

5.2.2 Metropolitan Water Supply Allocation Plan

Metropolitan's imported supplies have been impacted by a number of water supply challenges as noted earlier. In case of extreme water shortage within the Metropolitan service area the response is the implementation of its WSAP.

Metropolitan's Board of Directors adopted the WSAP in February 2008 to fairly distribute a limited amount of water supply and to apply it through a detailed methodology to reflect a range of local conditions and needs of the region's retail water consumers.

The WSAP includes the specific formula for calculating member agency supply allocations and the key implementation elements needed for administering an allocation. Metropolitan's WSAP is the foundation for the urban water shortage contingency analysis required under Water Code Section 10632 and is part of Metropolitan's 2015 UWMP.

Metropolitan's WSAP was developed in consideration of the principles and guidelines in Metropolitan's 1999 WSDM Plan with the core objective of creating an equitable "needs-based allocation". The WSAP's formula seeks to balance the impacts of a shortage at the retail level while maintaining equity on the wholesale level for shortages of Metropolitan supplies of up to 50 percent. The formula takes into account a number of factors, such as the impact on retail customers, growth in population, changes in supply conditions, investments in local resources, demand hardening aspects of water conservation savings, recycled water, extraordinary storage and transfer actions, and groundwater and imported water needs.

The formula is calculated in three steps: 1) based period calculations, 2) allocation year calculations, and 3) supply allocation calculations. The first two steps involve standard computations, while the third step contains specific methodology developed for the WSAP.

Step 1: Base Period Calculations – The first step in calculating a member agency's water supply allocation is to estimate their water supply and demand using a historical based period with established water supply and delivery data. The base period for each of the different categories of supply and demand is calculated using data from the two most recent non-shortage fiscal years ending 2013 and 2014.

Step 2: Allocation Year Calculations – The next step in calculating the member agency's water supply allocation is estimating water needs in the allocation year. This is done by adjusting the base period estimates of retail demand for population growth and changes in local supplies.

Step 3: Supply Allocation Calculations – The final step is calculating the water supply allocation for each member agency based on the allocation year water needs identified in Step 2.

In order to implement the WSAP, Metropolitan's Board of Directors makes a determination on the level of the regional shortage, based on specific criteria, typically in April. The criteria used by Metropolitan includes, current levels of storage, estimated water supplies conditions, and projected imported water demands. The allocations, if deemed necessary, go into effect in July of the same year and remain in effect for a 12-month period. The schedule is made at the discretion of the Board of Directors.

Although Metropolitan's 2015 UWMP forecasts that Metropolitan will be able to meet projected imported demands throughout the projected period from 2020 to 2040, uncertainty in supply conditions can result

in Metropolitan needing to implement its WSAP to preserve dry-year storage and curtail demands (Metropolitan, 2015 UWMP, June 2016).

5.2.3 CBMWD's Water Supply Allocation Plan

CBMWD's Board of Directors approved to move forward reevaluating CBMWD's existing plan. The framework for CBMWD's WSAP contains similar guiding principles under Metropolitan's plan.

- The baseline for CBMWD retail agency demand is estimated on a two year average during FY 2012-2013 and FY 2013-2014.
- Conservation Demand Hardening credits can be applied using a method based on GPCD water use reductions. Qualifying mandatory conservation ordinances and requirements can be taken into consideration.
- Includes a provision for replenishment water deliveries to drought-impacted groundwater basins through a qualifying consultation process with Metropolitan.
- An Allocation Surcharge will be imposed to agencies who exceed their maximum allocated supplies.

Water use between 100 percent and 115 percent of the allocated amount will result in an Allocation Surcharge of \$1,480 per AF. Water use greater than 115 percent of the allocated amount will result in an Allocation Surcharge of \$2,960 per AF.

The WSAP will become effective once a regional shortage is declared by Metropolitan. The allocation period typically covers a fiscal year 12-month period beginning in July and ending in the following June. Monthly reports can be used to track potential overage of annual allocations that might be charged at the end of the 12-month allocation period (CBMWD, CBMWD Imported Water Supply Allocation Plan, October 2014)

5.2.4 City of Huntington Park

City Council adopted a Mandatory Water Conservation Ordinance, Ordinance No. 513-NS, which established a staged water conservation program that will encourage reduced water consumption within the City through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent water waste, and maximize the efficient use of water within the City. The Water Conservation Ordinance consists of six stages to respond to a reduction in potable water available to the City for distribution to its customers. A summary of the stages of water shortage is shown in Table 5-1 (Huntington Park, Article 4 Mandatory Water Conservation, 1991).

Table 5-1: Stages of Water Shortage Contingency Plan

Retail Stages of Water Shortage Contingency Plan		
Stage	Complete Both	
	Percent Supply Reduction ¹	Water Supply Condition
1		A Phase I will be declared when the City determines that future water supplies are uncertain.
2	5%	A Phase II shortage will be declared when the City determines that it may suffer a five percent reduction in its water supply.
3	10%	A Phase III shortage will be declared when the City determines that it may suffer a ten percent reduction in its water supply.
4	15%	A Phase IV shortage will be declared when the City determines it will suffer a fifteen percent reduction in its water supply.
5	20%	A Phase V shortage will be declared when the City determines it will suffer a twenty percent reduction in its water supply.
6	30% to 50%	A Phase VI shortage will be declared when the City determines it will suffer a thirty percent reduction in its water supply.

¹ One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.

NOTES:

5.3 Three-Year Minimum Water Supply

As a matter of practice, Metropolitan does not provide annual estimates of the minimum supplies available to its member agencies. As such, Metropolitan member agencies must develop their own estimates for the purposes of meeting the requirements of the Act.

Section 135 of the Metropolitan Water District Act declares that a member agency has the right to invoke its "preferential right" to water, which grants each member agency a preferential right to purchase a percentage of Metropolitan's available supplies based on specified, cumulative financial contributions to Metropolitan. Each year, Metropolitan calculates and distributes each member agency's percentage of preferential rights. However, since Metropolitan's creation in 1927, no member agency has ever invoked these rights as a means of acquiring limited supplies from Metropolitan.

As captured in its 2015 UWMP, Metropolitan believes that the water supply and demand management actions it is undertaking will increase its reliability throughout the 25-year period addressed in its plan. Thus for purposes of this estimate, it is assumed that Metropolitan and CBMWD will be able to maintain the identified supply amounts throughout the three-year period.

The Three Year Estimated Minimum Water Supply is listed in Table 5-2.

Table 5-2: Minimum Supply Next Three Years (AF)

Retail: Minimum Supply Next Three Years			
	2016	2017	2018
Available Water Supply	4,905	4,905	4,905
NOTES: The City's minimum supply each year for the next three years is assumed to be the same as the projected supplies in 2020. This projection is a combination of the City's adjudicated groundwater rights from the Basin, leased groundwater rights from the City of South Gate, and recycled water.			

5.4 Catastrophic Supply Interruption

Given the great distances that imported supplies travel to reach CBMWD, the region is vulnerable to interruptions along hundreds of miles aqueducts, pipelines and other facilities associated with delivering the supplies to the region. Additionally, the infrastructure in place to deliver supplies are susceptible to damage from earthquakes and other disasters.

5.4.1 Metropolitan

Metropolitan has comprehensive plans for stages of actions it would undertake to address a catastrophic interruption in water supplies through its WSDM Plan and WSAP. Metropolitan also developed an Emergency Storage Requirement to mitigate against potential interruption in water supplies resulting from catastrophic occurrences within the southern California region, including seismic events along the San Andreas Fault. In addition, Metropolitan is working with the state to implement a comprehensive improvement plan to address catastrophic occurrences outside of the southern California region, such as a maximum probable seismic event in the Delta that would cause levee failure and disruption of SWP deliveries. For greater detail on Metropolitan's planned responses to catastrophic interruption, please refer to Metropolitan's 2015 UWMP.

5.4.2 CBMWD

In the event imported water supplies are interrupted by a catastrophic event, CBMWD, through coordination with Metropolitan, can respond at both a regional and a local level.

In the event that an emergency, such as an earthquake or system failure, affects the entire southern California region, Metropolitan would take the lead and activate its Emergency Operation Center (EOC). The EOC coordinates Metropolitan's and CBMWD's responses to the emergency and concentrates efforts to ensure the system can begin distributing potable water in a timely manner.

If circumstances render the southern California's aqueducts out of service, Metropolitan's DVL is expected to provide emergency storage supplies for its entire service area's firm demand for up to six months. With few exceptions, Metropolitan can deliver this emergency supply throughout its service area via gravity flow, thereby eliminating dependence on power sources that could also be disrupted. Furthermore, should additional supplies be needed, Metropolitan also has surface reservoirs and

groundwater conjunctive use storage accounts that can be drawn upon to meet demands. The WSDM Plan guides Metropolitan's management of available supplies and resources during an emergency to minimize the impacts of a catastrophic event.

5.4.3 City of Huntington Park

Events that may put the City's water supply at risk due to catastrophic failures include regional power outages and earthquakes. CBMWD would implement actions and methods to continue supplying water to customers of its member agencies in the event of a catastrophe that prevents the City from obtaining water for distribution. The City is subject to the actions and rationing of CBMWD as any effect seen by CBMWD during a catastrophic event would impact the water supply to the City. The City has actions and steps prepared to continue providing a reliable source of water to its customers. These steps are listed below with respect to the various catastrophic events that may occur.

- **Regional Power Outage:** The City has backup generators available that may be used to ensure continuous water pumping through wells and pumping stations.
- **Earthquake:** The City will coordinate with Metropolitan and CBMWD to repair damaged lines that are necessary to continue distributing water.

The City also has emergency interconnections to the Cities of Walnut Park, Southgate, and Vernon that can be used in the event of a catastrophic supply interruption.

5.5 Prohibitions, Penalties and Consumption Reduction Methods

5.5.1 Prohibitions

The City's Mandatory Water Conservation Ordinance lists water conservation requirements that will take effect upon implementation by the City Council. These prohibitions will promote the efficient use of water, reduce or eliminate water waste, and enable implementation of the City's Water Shortage Contingency Measures. Water conservation measures become more restrictive per each progressive stage in order to address the increasing differential between water supply and demand.

A list of restrictions and prohibitions that are applicable to each stage is displayed in Table 5-3 (Huntington Park, Article 4 Mandatory Water Conservation, 1991).

Table 5-3: Restrictions and Prohibitions on End Uses

Retail Only: Restrictions and Prohibitions on End Uses			
Stage	Restrictions and Prohibitions on End Users	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
2	Other - Prohibit use of potable water for washing hard surfaces	Hose washing paved surfaces prohibited except for sanitary purposes.	Yes
2	Other - Prohibit vehicle	Washing vehicles permitted only with hand-	Yes

Retail Only: Restrictions and Prohibitions on End Uses			
Stage	Restrictions and Prohibitions on End Users	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
	washing except at facilities using recycled or recirculating water	held bucket or at commercial car wash with reclaimed water.	
2	Water Features - Restrict water use for decorative water features, such as fountains	Prohibit water use in decorative fountains, ponds, lakes, or other similar aesthetic structures unless water is part of a recycling system.	Yes
2	CII - Restaurants may only serve water upon request	-	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Leaks must be fixed promptly	Yes
2	Landscape - Limit landscape irrigation to specific days	Watering permitted Monday, Wednesday, and Friday and during 10:00 a.m. through 4:00 p.m. Does not apply to commercial nurseries or other water-dependent industries	Yes
2	Landscape - Restrict or prohibit runoff from landscape irrigation	Prohibit runoff of water paved areas due to incorrectly directed or maintained sprinklers or excessive watering	Yes
2	Other	Water use not to exceed ninety-five percent of the amount used during the corresponding billing period during the prior billing year	Yes
3	Landscape - Limit landscape irrigation to specific days	Watering permitted Monday and Thursday during 6:00 a.m. through 6:00 p.m.	Yes
3	Landscape - Prohibit certain types of landscape irrigation	Water-dependent industries permitted to water every other day between 10:00 a.m. and 4:00 p.m. No restriction when using reclaimed water	Yes
3	Other	Water use not to exceed ninety-five percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
4	Landscape - Prohibit all landscape irrigation	All irrigation prohibited except by use of a bucket	Yes
4	Landscape - Prohibit certain types of landscape	Water-dependent industries prohibited from watering except every third day	Yes

Retail Only: Restrictions and Prohibitions on End Uses			
Stage	Restrictions and Prohibitions on End Users	Additional Explanation or Reference	Penalty, Charge, or Other Enforcement?
	irrigation	between the hours of 6:00 a.m. and 6:00 p.m. No restriction when using reclaimed water	
4	Other	Water from fire hydrants be limited to firefighting related activities	Yes
4	Other	Water use not to exceed eighty-five percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
5	Other	Water use not to exceed eighty percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
6	Other	Water use not to exceed seventy percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year.	Yes
NOTES:			

5.5.2 Penalties

Any customer who violates provisions of the Mandatory Water Conservation Ordinance by either excess use of water or by specific violation of one or more of the applicable water use restrictions for a particular mandatory conservation stage may be cited by the City where the severity is based on the number of violations committed by the user.

Violations during a Phase II, Phase III, Phase IV, Phase V, and Phase VI Water Shortage Stage are listed below.

- A first violation will result in the City issuing a written notice of the improper water use to the customer
- A first violation after receiving written notice by the City will result in a fine of one hundred dollars.
- A second violation will result in a fine of two hundred dollars.
- Third and subsequent violations will result in a fine of five hundred dollars
- Failure to pay the penalties will result in discontinuation of water service until all previous penalties are paid in full. A reactivation fee will also be imposed.

Violation of any of the restrictions during a Phase II Water Shortage Stage will result in the installation of a flow restricting device for a period of three months (Huntington Park, Article 4 Mandatory Water Conservation, 1991).

5.5.3 Consumption Reduction Methods

Table 5-4 lists the consumption reduction methods that will be used to reduce water use in restrictive stages. The City may also order additional consumption reduction methods if necessary.

Table 5-4: Stages of Water Shortage Contingency Plan - Consumption Reduction Methods

Stages of Water Shortage Contingency Plan - Consumption Reduction Methods		
Stage	Consumption Reduction Methods by Water Supplier	Additional Explanation or Reference
1	Other	Phase I Water Conservation Measures
2	Other	Phase II Water Conservation Measures
3	Other	Phase III Water Conservation Measures
4	Other	Phase IV Water Conservation Measures
5	Other	Phase V Water Conservation Measures
6	Other	Phase VI Water Conservation Measures
NOTES:		

5.6 Impacts to Revenue

During a catastrophic interruption of water supplies, prolonged drought, or water shortage of any kind, the City will experience a reduction in revenue due to reduced water sales. Throughout this period of time, expenditures may increase or decrease with varying circumstances. Expenditures may increase in the event of significant damage to the water system, resulting in emergency repairs. Expenditures may also decrease as less water is pumped through the system, resulting in lower power costs.

The City receives water revenue from a service charge and a commodity charge based on consumption. The service charge recovers costs associated with providing water to the serviced property. The service charge does not vary with consumption and the commodity charge is based on water usage. Rates have been designed to recover the full cost of water service in the charges. Therefore, the total cost of purchasing water would decrease as the usage or sale of water decreases.

However, there are significant fixed costs associated with maintaining a minimal level of service. The City will monitor projected revenues and expenditures should an extreme shortage and a large reduction in water sales occur for an extended period of time. To overcome these potential revenue losses and/or expenditure impacts, the City may use reserves. If necessary, the City may reduce expenditures by delaying implementation of its Capital Improvement Program and equipment purchases, and/or adjust the work force, implement a drought surcharge, and/or make adjustments to its water rate structure.

5.7 Reduction Measuring Mechanism

Currently, the City does not have any reduction measuring mechanisms in place.

6 RECYCLED WATER

Recycled water opportunities have continued to grow in southern California as public acceptance and the need to expand local water resources continues to be a priority. Recycled water also provides a degree of flexibility and added reliability during drought conditions when imported water supplies are restricted.

Recycled water is wastewater that is treated through primary, secondary and tertiary processes and is acceptable for most non-potable water purposes such as irrigation, and commercial and industrial process water per Title 22 requirements.

6.1 Agency Coordination

The City purchases recycled water through CBMWD from LACSD Los Coyotes Water Reclamation Plant (WRP) located in the City of Cerritos and the San Jose Creek WRP located in the City of Whittier for non-potable purposes such as landscape irrigation.

6.2 Wastewater Description and Disposal

The City operates and maintains the local sewer collection system that feed into LACSD's trunk sewer system to convey wastewater to LACSD's treatment plants. The City's sewer system includes approximately 60 miles of sewer mains ranging in diameter from 6 inches to 18 inches, 108 cleanouts, and 1,076 manholes. The LACSD WRP's treat, recycle, and/or dispose of the City's wastewater.

Table 6-1 summarizes the wastewater collected by the City and conveyed to LACSD's system in 2015. No wastewater is treated or disposed in the City's service area as LACSD treats and disposes all of the City's wastewater.

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Table 6-1: Wastewater Collected Within Service Area in 2015 (AF)

Table 6-2 Retail: Wastewater Collected Within Service Area in 2015		Recipient of Collected Wastewater		
Name of Wastewater Collection Agency	Wastewater Collection	Volume of Wastewater Collected in 2015	Name of Treatment Agency Receiving Collected Wastewater	Treatment Plant Name
City of Huntington Park	Estimated	2,915	LACSD	Hyperion
Total Wastewater Collected from Service Area in 2015:		2,915		No
NOTES:				

6.3 Current Recycled Water Uses

The City's recycled water source comes from LACSD's Los Coyotes WRP and the San Jose Creek WRP. The Los Coyotes WRP has a wastewater treatment capacity of 37.5 million gallons per day (MGD) and produces approximately 21.20 MGD of recycled water and the San Jose Creek WRP has a wastewater treatment capacity of 100 MGD and produces approximately 62.52 MGD of recycled water. The recycled water provides irrigation for schools, golf courses, parks, nurseries and greenbelts as well as industrial use at companies for carpet dying and concrete mixing throughout the region.

The recycled water produced at the WRP's undergoes tertiary treatment and denitrification. Tertiary treatment provides additional treatment to secondary effluent with coagulation, filtration and disinfection. Tertiary treated water can be used for a wide variety of industrial and irrigation purposes where high-quality, non-potable water can be used.

CBMWD's Ibbetson Century Recycled Water Project serves recycled water to the City's service area. The City meters the recycled water flow into their system. The City's recycled water distribution system provides irrigation to the Salt Lake Municipal Park. The City has been using recycled water since 1992. Approximately 1.5 miles of recycled water piping is owned by CBMWD.

Table 6-2 shows the current and projected recycled water use through 2040. The recycled water use is expected to remain constant through 2040.

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Table 6-2: Current and Projected Recycled Water Direct Beneficial Use within Service Area

Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area						
Name of Agency Producing (Treating) the Recycled Water:	LACSD					
Name of Agency Operating the Recycled Water Distribution System:	CBMWD					
Beneficial Use Type	General Description of 2015 Uses	Level of Treatment	2015	2020	2025	2030
Agricultural irrigation						
Landscape irrigation (excludes golf courses)	Park	Tertiary	52	52	52	52
Golf course irrigation						
Commercial use						
Industrial use						
Geothermal and other energy production						
Seawater intrusion barrier						
Recreational impoundment						
Wetlands or wildlife habitat						
Groundwater recharge (IPR)*						
Surface water augmentation (IPR)*						
Direct potable reuse						
Other (Provide General Description)						
	Total:	52	52	52	52	52
*IPR - Indirect Potable Reuse						
NOTES:						

6.4 Potential Recycled Water Uses

Potential recycled water users are locations where recycled water could replace potable water use. While the City recognizes the potential for beneficial reuse in their service area, the existing recycled water distribution system is not currently located near potential uses.

6.4.1 Direct Non-Potable Reuse

The City currently uses recycled water from LACSD's Los Coyotes WRP and San Jose Creek WRP for direct non-potable reuse such as landscape irrigation.

6.4.2 Indirect Potable Reuse

Carson Advanced Water Treatment Plant

With changing conditions in the CRA and SWP supplies, imported water has continued to be restricted. To maintain a sustainable water supply for Los Angeles and surrounding communities, Metropolitan is determining the feasibility of advanced water treatment of wastewater to be used for groundwater recharge in order to offset a portion of Metropolitan's imported water demand. Metropolitan has partnered with LACSD since 2010 to determine the potential demands, technical and regulatory constraints of indirect potable reuse (IPR), and to estimate costs associated with the system (Metropolitan Board of Directions Special Committee on Desalination and Recycling, March 2010). LACSD's "Status Report on Recycled Water from 2010-2011" presented the advanced water treatment concept as a 200 MGD (224,110 AFY) facility but has since been revised. Pilot scale testing of treatment systems for the demonstration facility were underway in 2010 with a \$33,000 grant from the United States Bureau of Reclamation at LACSD's Joint Water Pollution Control Plant (JWPCP) in the City of Carson. Figure 6-1 shows the JWPCP existing site outlined in yellow, the demonstration facility site, and the proposed location of a full scale plant outlined in red.



Figure 6-1: LACSD JWPCP and Potential Plant Site

On September 21, 2015, Metropolitan representatives presented the "Potential Regional Recycled Water Supply Program" to the Board's Water Planning and Stewardship Committee. The presentation detailed the potential to develop a water supply to recharge groundwater basins and increase the regions water supply portfolio with IPR similar to the Orange County Water District's Groundwater Replenishment System. The program would involve a multi-phased approach with an initial 1 MGD demonstration plant, feasibility studies for full scale facilities, and a financing plan followed by several incremental phases of full scale facilities up to 150 MGD. The full scale facility would produce up to 150 MGD of advanced treated water that would be injected into groundwater basins throughout the Los Angeles region, as shown on Figure 6-2.

2015 URBAN WATER MANAGEMENT PLAN



Figure 6-2: Potential Full Scale Recycled Water Program

6.5 Optimization Plan

The City does not have a recycled water optimization plan as there is only one site that uses recycled water. In other areas of Los Angeles County, recycled water is used for irrigating golf courses, parks, schools, businesses, and communal landscaping, as well as for groundwater recharge. Analyses have indicated that present worth costs to extend the recycled water distribution system within the City are not cost effective as compared to purchasing imported water from CBMWD, or using groundwater. The City will continue to conduct feasibility studies for recycled water and seek out creative solutions such as funding, regulatory requirements, institutional arrangement and public acceptance for recycled water use with CBMWD and Metropolitan and other cooperative agencies.

7 FUTURE WATER SUPPLY PROJECTS AND PROGRAMS

7.1 Water Management Tools

Resource optimization such as desalination and IPR minimize the City's and region's reliance on imported water. Optimization efforts are typically led by regional agencies in collaboration with local/retail agencies.

7.2 Transfer or Exchange Opportunities

Interconnections with other agencies result in the ability to share water supplies during short term emergency situations or planned shutdowns of major imported systems. The City has six emergency interconnections that allow flow in either direction through an isolation valve. The City has the following interconnections:

- Tract 349 Mutual Water Company – located 400 feet east of Salt Lake Avenue and provides up to 250 gpm from the City
- Maywood Mutual Water Company No. 1 – located 250 feet east of Maywood Avenue and provides up to 350 gpm from the City
- Walnut Park Mutual Water Company – located at Florence Avenue and Mountain Street and provides up to 400 gpm from the City
- Southern California Water Company – Florence/Graham – located at State Street and 60th Street and provides up to 350 gpm to the City
- Southern California Water Company – Florence/Graham – located at Gate Avenue and Salt Lake and provides up to 350 gpm to the City
- City of South Gate – located on Santa Ana and Salt Lake and provides up to 2,000 gpm to or from the City

The City has the ability to lease water rights from local groundwater purveyors that are unable to extract groundwater for various reasons. The City has leased water rights in the past, but has not in recent years. This water is used to supplement local groundwater pumping rights that the City is currently allotted and decreases reliance on imported water. Leased water rights are short-term transfers as they are renewed on an annual basis. Currently, there are no additional transfer or exchange opportunities due to capacity limitations. The City is planning to lease water rights in the near future after system improvements can accommodate increased pumping.

7.3 Planned Water Supply Projects and Programs

The projects identified to improve the City's water supply reliability and quality from the City's CIP 5-Year Project Schedule include:

Return W17 back to service – Return Well 17 back to service to provide reliability and redundancy to the potable water system. City staff and contract staff with Severn Trent are collaborating with the WRD to

submit a Disadvantaged Communities Grant. If selected for funding, the City will blend water from Well 14 with water from Well 17 to provide a viable treatment option addressing water quality and well discharge capacity.

Redundant Boosters for back-up – Install additional booster pumps at Well Sites 12 and 14. Currently, there are no redundant boosters at each well production site. This improvement would provide optimal operational control.

Elevated Tank – Conduct study and install new tank for storage and control. Currently, the City has one elevated tank that is used to equalize system pressure by controlling pump operation for all booster pumps in the distribution system. A study may be conducted to provide a secondary operating system control method.

7.4 Desalination Opportunities

Seawater desalination represents a significant opportunity to diversify the region's water resources with a new, local water supply. The constant availability of ocean water regardless of weather or climate is a key benefit to seawater desalination. Metropolitan supports seawater desalination to its member agencies by providing technical assistance, regional facilitation of research and information exchanges, and financial incentives through the Local Resources Program (LRP).

Metropolitan and its member agencies have considered seawater desalination since the 1960's, but it has been too expensive compared to other water sources until the 1990's when advances were made in membrane technology, energy recovery, and process design. In the early 2000's, several member agencies began pursuing local projects to diversify their resource portfolios and in 2001, Metropolitan created an incentive program, known as the Seawater Desalination Program (SDP), to support seawater desalination projects. In December 2015, San Diego County Water Authority (SDCWA) began operating of the largest desalination facility in the country. The 56,000 AF Carlsbad project will meet approximately eight percent of San Diego County's water demand and be a reliable, drought-resistant water source. Several other local water agencies are considering seawater desalination projects.

In 2014, Metropolitan modified the provisions of the LRP to include incentives for locally produced seawater desalination projects that reduce the need for imported supplies. To qualify for the incentive, proposed projects must replace an existing demand or prevent new demand on Metropolitan's imported water supplies. In return, Metropolitan offers two incentive formulas under the program:

- Up to \$340 per AF for 25 years, depending on the unit cost of the seawater project cost compared to the cost of Metropolitan supplies
- Up to \$475 per AF for 15 years, depending on the unit cost of the seawater project cost compared to the cost of Metropolitan supplies

Brackish groundwater is groundwater with a salinity higher than freshwater, but lower than seawater. Brackish groundwater typically requires treatment using desalts.

7.4.1 Groundwater

There are currently no brackish groundwater opportunities within the City's service area.

7.4.2 Ocean Water

Numerous seawater desalination projects exist that would reduce the region's reliance on imported water. Although none of the projects immediately serve the City's service area, they benefit the region as a whole. A summary of the status of the SDP projects is provided in Metropolitan's Draft 2015 UWMP as shown on Figure 7-1 that could ultimately provide up to 142,000 AFY of new supply. Other local agencies are also considering seawater desalination projects independent of Metropolitan's SDP that are provided in Metropolitan's Draft 2015 UWMP as shown on Figure 7-2 that could ultimately provide up to 360,000 AFY of new supply.

Project	Member Agency Service Area	Capacity Range AF per Year	Status	SDP Agreement
Long Beach Seawater Desalination Project	Long Beach Water Department	10,000	Long-term intake testing	Yes
Doheny Desalination Project	Municipal Water District of Orange County/ South Coast Water District	5,000 – 16,000	Pre-EIR Studies	Yes
Carlsbad Seawater Desalination Project	San Diego County Water Authority	56,000	Operational	No
West Basin Seawater Desalination Project	West Basin Municipal Water District	20,000 – 60,000	Pre-EIR Studies	Yes
Total: Seawater Desalination Projects		91,000 – 142,000		

Figure 7-1: SDP Projects in Metropolitan's Service Area

Project	Member Agency Service Area	AF per Year	Status
Huntington Beach Seawater Desalination Project	Municipal Water District of Orange County / Orange County Water District	56,000	Permitting
Camp Pendleton Seawater Desalination Project	San Diego County Water Authority	56,000 to 168,000	Planning
Ventura County	Calleguas Municipal Water District	20,000 to 80,000	Feasibility Study
Rosarito Beach	San Diego County Water Authority, Otay Water District	56,000 to 112,000 ¹	Feasibility study
Total: Other Potential Projects		160,000 – 360,000	

¹ Metropolitan's service area would receive a share of the total supply produced by the project.

Figure 7-2: Other Local Seawater Desalination Projects in Metropolitan's Service Area

8 UWMP ADOPTION PROCESS

Recognizing that close coordination among other relevant public agencies is key to the success of its UWMP, the City worked closely with entities such as CBMWD to develop and update this planning document. The City also encouraged public involvement by holding a public hearing for residents to learn and ask questions about their water supply.

This section provides the information required in Article 3 of the Water Code related to adoption and implementation of the UWMP. Table 8-1 summarizes external coordination and outreach activities carried out by the City and their corresponding dates. The UWMP checklist to confirm compliance with the Water Code is provided in Appendix A.

Table 8-1: External Coordination and Outreach

External Coordination and Outreach	Date	Reference
Encouraged public involvement (Public Hearing Notice)	6/7/16	Appendix E
Notified city or county within supplier's service area that water supplier is preparing an updated UWMP (at least 60 days prior to public hearing)	4/6/16 & 4/21/16	Appendix E
Held public hearing	6/21/16	Appendix E
Adopted UWMP	6/21/16	Appendix F
Submitted UWMP to DWR	7/1/16	-
Submitted UWMP to the California State Library and city or county within the supplier's service area	8/1/16	-
Made UWMP available for public review	8/1/16	-

This UWMP was adopted by the City Council on June 21, 2016. A copy of the adopted resolution is provided in Appendix F.

A change from the 2004 legislative session to the 2009 legislative session required the City to notify any city or county within its service area at least 60 days prior to the public hearing. As shown in Table 8-2, the City sent a Letter of Notification to the County of Los Angeles on April 21, 2016 to state that it was in the process of preparing an updated UWMP (Appendix E).

Table 8-2: Notification to Cities and Counties

Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
Norwalk	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
South Gate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vernon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Walnut	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bell	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
County Name	60 Day Notice	Notice of Public Hearing
Los Angeles County	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NOTES:		

In addition to cities and the County, the City sent notices to a number of mutual and water companies including Walnut Park Mutual, Maywood Mutual I, Maywood Mutual II and Golden State Water Company. These mutual and private water operators serve a small sector of the City.

8.1 Public Participation

The City encourages community participation in developing its urban water management planning efforts. For UWMP update, a public meeting was held on June 21, 2016 to review and receive comments on the draft plan before the City Council approval.

Notices of public meetings were posted at City Hall. Copies of the draft plan were available at City Hall and electronic versions were available upon request. A copy of the published Notice of Public Hearing is included in Appendix E.

8.2 Agency Coordination

The City's water supply planning relates to the policies, rules, and regulations of its regional and local water providers. The City is dependent on imported water from Metropolitan through CBMWD, its regional wholesaler.

8.3 UWMP Submittal

8.3.1 Review of 2010 UWMP Implementation

As required by California Water Code, the City summarized Water Conservation Programs implemented to date, and compared them to those planned in its 2010 UWMP.

Comparison of 2010 Planned Water Conservation Programs with 2015 Actual Programs

As a signatory to the Memorandum of Understanding Regarding Urban Water Conservation in California, the City's commitment to implement BMP-based water use efficiency program continues today. For the City's specific achievements in the area of conservation, please see Section 4 of this Plan.

Comparison of 2010 Projected Recycled Water Use with 2015 Actual Use

Current recycled water use for the City in 2015 was about accurately forecasted for 2015 in the 2010 UWMP, as illustrated in Table 6-4.

8.3.2 Filing of 2015 UWMP

The City Council reviewed the Final Draft Plan on June 21, 2016. The five-member City Council approved the 2015 UWMP on June 21, 2016. See Appendix F for the resolution approving the Plan.

By July 1, 2016, the City's Adopted 2015 UWMP was filed with DWR. By August 1, 2016, the City's Adopted 2015 UWMP was filed with California State Library, County of Los Angeles, and cities within its service area, if applicable.

REFERENCES

California Department of Water Resources, 2015. Urban Water Management Plans, Guidebook for Urban Water Suppliers.

Central Basin Municipal Water District, 2014. Central Basin Municipal Water District Water Supply Allocation Plan.

Huntington Park, 2016. Water Department CIP 5-Year Project Schedule.

Huntington Park, California, Municipal Code Ordinance 484-NS, (1991).

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Department of Water Resources, 2015. State Water Project Final Delivery Capability Report 2015.

Metropolitan Water District of Southern California, 2010. Metropolitan Board of Directors Special Committee on Desalination and Recycling.

Metropolitan Water District of Southern California, 2016. Integrated Water Resources Plan 2015.

Metropolitan Water District of Southern California, 2016. Metropolitan Urban Water Management Plan 2015.

San Diego County Water Authority, 2003. Quantification Settlement Agreement.

Southern California Association of Governments, 2012. 5th Cycle Regional Housing Needs Assessment Final Allocation Plan.

U.S. Department of the Interior Bureau of Reclamation, 2012. Colorado River Basin Study.

Urban Water Management Planning Act, California Water Code § 10610-10656 (2010).

Water Conservation Act of 2009, California Senate SB x7-7, 7th California Congress (2009).

Water Replenishment District, 2010. Regional Groundwater Monitoring Report.

Water Replenishment District, 2015. Engineering Survey and Report.

Water Replenishment District, 2015. Groundwater Basins Master Plan Draft.

Water Systems Optimization, 2016. California Department of Water Resources: Water Audit Manual.

APPENDIX A

UWMP Checklist



UWMP Checklist

This checklist is developed directly from the Urban Water Management Planning Act and SB X7-7. It is provided to support water suppliers during preparation of their UWMPs. Two versions of the UWMP Checklist are provided – the first one is organized according to the California Water Code and the second checklist according to subject matter. The two checklists contain duplicate information and the water supplier should use whichever checklist is more convenient. In the event that information or recommendations in these tables are inconsistent with, conflict with, or omit the requirements of the Act or applicable laws, the Act or other laws shall prevail.

Each water supplier submitting an UWMP can also provide DWR with the UWMP location of the required element by completing the last column of either checklist. This will support DWR in its review of these UWMPs. The completed form can be included with the UWMP.

If an item does not pertain to a water supplier, then state the UWMP requirement and note that it does not apply to the agency. For example, if a water supplier does not use groundwater as a water supply source, then there should be a statement in the UWMP that groundwater is not a water supply source.

Checklist Arranged by Subject

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1	Section 1.1
10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.5.2	Section 8.2
10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	Plan Preparation	Section 2.5.2	Section 8.1
10631(a)	Describe the water supplier service area.	System Description	Section 3.1	Section 1.3.1
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	Section 2.2.1
10631(a)	Provide population projections for 2020, 2025, 2030, and 2035.	System Description	Section 3.4	Section 2.2.2
10631(a)	Describe other demographic factors affecting the supplier's water management planning.	System Description	Section 3.4	Section 2.2.2
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	Section 2.2.2
10631(e)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	Section 2.3.1 and 2.4.1
10631(e)(3)(A)	Report the distribution system water loss for the most recent 12-month period available.	System Water Use	Section 4.3	Section 2.3.4 and Appendix G
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.5	Section 2.4.3
10608.20(b)	Retail suppliers shall adopt a 2020 water use target using one of four methods.	Baselines and Targets	Section 5.7 and App E	Section 2.5.2
10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and	Baselines and Targets	Chapter 5 and App E	Section 2.5.2.2

	compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.			
10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.7.2	Section 2.5.2.2
10608.24(a)	Retail suppliers shall meet their interim target by December 31, 2015.	Baselines and Targets	Section 5.8 and App E	Section 2.5.2.2
10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	Section 5.8.2	Section 2.5.2.2
10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1	N/A
10608.40	Retail suppliers shall report on their progress in meeting their water use targets. The data shall be reported using a standardized form.	Baselines and Targets	Section 5.8 and App E	Section 2.5.2.2
10631(b)	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, 2030, and 2035.	System Supplies	Chapter 6	Section 3.5
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2	Section 3.4
10631(b)(1)	Indicate whether a groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.2	Section 3.4
10631(b)(2)	Describe the groundwater basin.	System Supplies	Section 6.2.1	Section 3.4.1
10631(b)(2)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.2	Section 3.2.3 and 3.4
10631(b)(2)	For unadjudicated basins, indicate whether or not the department has identified the basin as overdrafted, or projected to become overdrafted. Describe efforts by the supplier to eliminate the long-term overdraft condition.	System Supplies	Section 6.2.3	Section 3.2.3 and 3.4
10631(b)(3)	Provide a detailed description and analysis of the location, amount, and sufficiency of	System Supplies	Section 6.2.4	Section 3.4.3

	groundwater pumped by the urban water supplier for the past five years			
10631(b)(4)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Sections 6.2 and 6.9	Section 3.4 and 3.5
10631(d)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.7	Section 7.2
10631(g)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years.	System Supplies	Section 6.8	Section 7
10631(h)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.6	Section 7.4
10631(j)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) – if any – with water use projections from that source.	System Supplies	Section 2.5.1	Section 3.5 and Table 1-6
10631(j)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1	N/A
10633	For wastewater and recycled water, coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.1	Section 6.1
10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area. Include quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	System Supplies (Recycled Water)	Section 6.5.2	Section 6.2
10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	Section 6.5.2.2	Section 6.2
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.3 and 6.5.4	Section 6.3
10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.5.4	Section 6.4
10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in	System Supplies (Recycled Water)	Section 6.5.4	Section 6.3 and 6.4

	comparison to uses previously projected.			
10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	Section 6.5.5	Section 6.4
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.5	Section 6.5
10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.4	Section 7.1
10631(c)(1)	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage.	Water Supply Reliability Assessment	Section 7.1	Section 3.7
10631(c)(1)	Provide data for an average water year, a single dry water year, and multiple dry water years	Water Supply Reliability Assessment	Section 7.2	Section 3.7
10631(c)(2)	For any water source that may not be available at a consistent level of use, describe plans to supplement or replace that source.	Water Supply Reliability Assessment	Section 7.1	Section 3.6
10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1	Section 3.7.3.3
10635(a)	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.3	Section 3.8
10632(a) and 10632(a)(1)	Provide an urban water shortage contingency analysis that specifies stages of action and an outline of specific water supply conditions at each stage.	Water Shortage Contingency Planning	Section 8.1	Section 5.2
10632(a)(2)	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency.	Water Shortage Contingency Planning	Section 8.9	Section 5.3
10632(a)(3)	Identify actions to be undertaken by the urban water supplier in case of a catastrophic interruption of water supplies.	Water Shortage Contingency Planning	Section 8.8	Section 5.4
10632(a)(4)	Identify mandatory prohibitions against specific water use practices during water shortages.	Water Shortage Contingency Planning	Section 8.2	Section 5.5.1
10632(a)(5)	Specify consumption reduction methods in the most restrictive stages.	Water Shortage Contingency Planning	Section 8.4	Section 5.5.3
10632(a)(6)	Indicated penalties or charges for excessive	Water Shortage Contingency	Section 8.3	Section

	use, where applicable.	Planning		5.5.2
10632(a)(7)	Provide an analysis of the impacts of each of the actions and conditions in the water shortage contingency analysis on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts.	Water Shortage Contingency Planning	Section 8.6	Section 5.6
10632(a)(8)	Provide a draft water shortage contingency resolution or ordinance.	Water Shortage Contingency Planning	Section 8.7	Appendix D
10632(a)(9)	Indicate a mechanism for determining actual reductions in water use pursuant to the water shortage contingency analysis.	Water Shortage Contingency Planning	Section 8.5	Section 5.7
10631(f)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	Sections 9.2 and 9.3	Section 4
10631(f)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Sections 9.1 and 9.3	N/A
10631(i)	CUWCC members may submit their 2013-2014 CUWCC BMP annual reports in lieu of, or in addition to, describing the DMM implementation in their UWMPs. This option is only allowable if the supplier has been found to be in full compliance with the CUWCC MOU.	Demand Management Measures	Section 9.5	Section 4
10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets.	Plan Adoption, Submittal, and Implementation	Section 10.3	Section 8.1
10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	Section 10.2.1	Appendix E
10621(d)	Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.	Plan Adoption, Submittal, and Implementation	Sections 10.3.1 and 10.4	Section 8.3.2
10635(b)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 60 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	Section 8.3.2
10642	Provide supporting documentation that the urban water supplier made the plan available for public inspection, published notice of the	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	Section 8.1

	public hearing, and held a public hearing about the plan.			
10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Sections 10.2.1	Appendix E
10642	Provide supporting documentation that the plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	Appendix F
10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4.3	Section 8.3.2
10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	Section 8.3.2
10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Sections 10.4.1 and 10.4.2	Section 8.3.2
10645	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5	Section 8

APPENDIX B

Standardized Tables

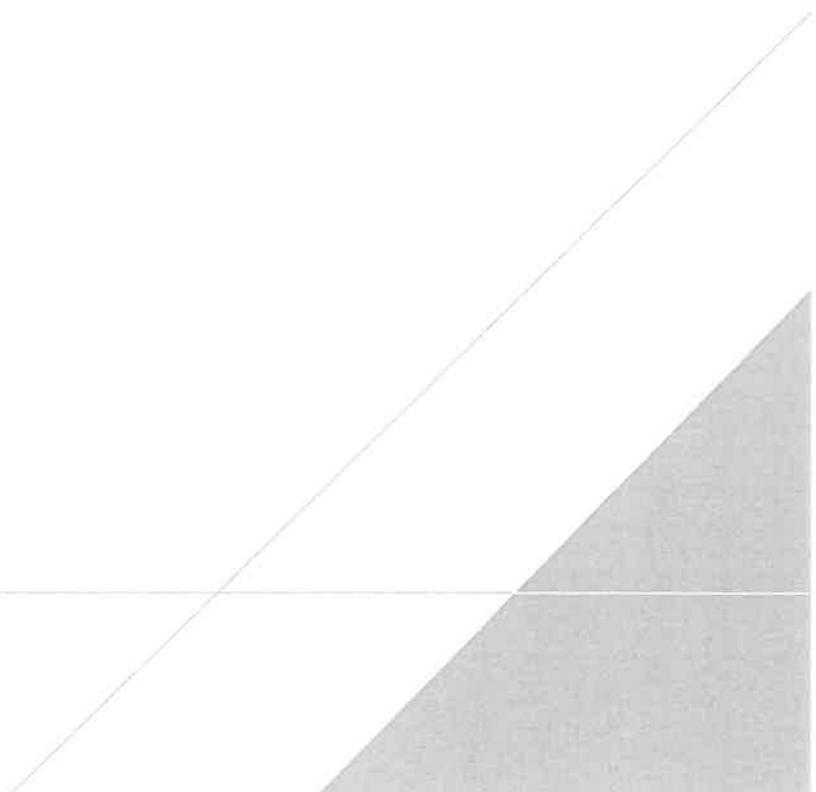


Table 2-1 Retail Only: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2015	Volume of Water Supplied 2015
CA1910049	City of Huntington Park	6,600	4,537
	TOTAL	6,600	4,537
NOTES:			

Table 2-2: Plan Identification

Select Only One	Type of Plan	
<input checked="" type="checkbox"/>	Individual UWMP	
	<input type="checkbox"/>	Water Supplier is also a member of a RUWMP
	<input type="checkbox"/>	Water Supplier is also a member of a Regional Alliance
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)	

NOTES:

Table 2-3: Agency Identification

Type of Agency (select one or both)

<input type="checkbox"/>	Agency is a wholesaler
<input checked="" type="checkbox"/>	Agency is a retailer

Fiscal or Calendar Year (select one)

<input type="checkbox"/>	UWMP Tables Are in Calendar Years
<input checked="" type="checkbox"/>	UWMP Tables Are in Fiscal Years

If Using Fiscal Years Provide Month and Date that the Fiscal Year Begins
(mm/dd)

7/1

Units of Measure Used in UWMP (select from Drop down)

Unit	AF
------	----

NOTES:

Table 2-4 Retail: Water Supplier Information Exchange

The retail supplier has informed the following wholesale supplier(s) of projected water use in accordance with CWC 10631.

CBMWD

NOTES:

Table 3-1 Retail: Population - Current and Projected

Table 4-1 Retail: Demands for Potable and Raw Water - Actual

Use Type <i>(Add additional rows as needed)</i>	2015 Actual		
	Additional Description <i>(as needed)</i>	Level of Treatment When Delivered <i>Drop down list</i>	Volume
<i>Use Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool</i>			
Single Family		Drinking Water	3,929
Multi-Family		Drinking Water	181
Commercial	Incls Inst.	Drinking Water	269
Industrial		Drinking Water	45
Landscape		Drinking Water	15
Other		Drinking Water	45
Agricultural irrigation		Drinking Water	2
		TOTAL	4,485
NOTES:			

Table 4-2 Retail: Demands for Potable and Raw Water - Projected

Use Type <i>(Add additional rows as needed)</i>	Additional Description <i>(as needed)</i>	Projected Water Use <i>Report To the Extent that Records are Available</i>				
		2020	2025	2030	2035	2040
<i>Use Drop down list. May select each use multiple times. These are the only Use Types that will be recognized by the WUEdata online submittal tool.</i>						
Single Family		4,251	4,251	4,251	4,251	4,251
Multi-Family		196	196	196	196	196
Commercial	And Institutional	291	291	291	291	291
Industrial		48	48	48	48	48
Landscape		16	16	16	16	16
Other		48	48	48	48	48
Agricultural irrigation		2	2	2	2	2
		TOTAL	4,853	4,853	4,853	4,853

Table 4-3 Retail: Total Water Demands

		2015	2020	2025	2030	2035	2040
Potable and Raw Water <i>From Tables 4-1 and 4-2</i>		4,485	4,853	4,853	4,853	4,853	4,853
Recycled Water Demand* <i>From Table 6-4</i>		52	52	52	52	52	52
TOTAL WATER DEMAND		4,537	4,905	4,905	4,905	4,905	4,905

Table 4-4 Retail: 12 Month Water Loss Audit Reporting

Reporting Period Start Date (mm/yyyy)	Volume of Water Loss*
07/2014	250
NOTES:	

Table 4-5 Retail Only: Inclusion in Water Use Projections

Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) <i>Drop down list (y/n)</i>	Yes
If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, etc... utilized in demand projections are found.	Section 4.1
Are Lower Income Residential Demands Included In Projections? <i>Drop down list (y/n)</i>	Yes
NOTES:	

Table 5-1 Baselines and Targets Summary*Retail Agency or Regional Alliance Only*

Baseline Period	Start Year	End Year	Average Baseline GPCD*	2015 Interim Target *	Confirmed 2020 Target*
10-15 year	2001	2010	77	109	142
5 Year	2004	2008	76		
*All values are in Gallons per Capita per Day (GPCD)					
NOTES:					

Table 5-2: 2015 Compliance*Retail Agency or Regional Alliance Only*

Actual 2015 GPCD*	2015 Interim Target GPCD*	Did Supplier Achieve Targeted Reduction for 2015? Y/N
61	109	Yes
<i>*All values are in Gallons per Capita per</i>		
NOTES:		

Table 6-1 Retail: Groundwater Volume Pumped

Groundwater Type <i>Drop Down List May use each category multiple times</i>	Location or Basin Name	2011	2012	2013	2014	2015
Alluvial Basin	Central Groundwater Basin	3,172	3,099	3,654	3,635	3,242
	TOTAL	3,172	3,099	3,654	3,635	3,242

NOTES:

Table 6-2 Retail: Wastewater Collected Within Service Area in 2015

Wastewater Collection			Recipient of Collected Wastewater		
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? <i>Drop Down List</i>	Volume of Wastewater Collected in 2015	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? <i>Drop Down List</i>
City of Huntington Park	Estimated	2,915	LACSD	Hyperion	No
Total Wastewater Collected from Service Area in 2015:	2,915				
NOTES:					

Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2015

No wastewater is treated or disposed of within the UWMP service area.
The supplier will not complete the table below.

Table 6-4 Retail: Current and Projected Recycled Water Direct Beneficial Uses Within Service Area

Name of Agency Producing (Treating) the Recycled Water:	LACSD							
Name of Agency Operating the Recycled Water Distribution System:	CBMWD							
Beneficial Use Type <i>These are the only Use Types that will be recognized by the DWR online submittal tool</i>	General Description of 2015 Uses	Level of Treatment <i>Drop down list</i>	2015	2020	2025	2030	2035	2040
Agricultural irrigation								
Landscape irrigation (excludes golf courses)	Park	Tertiary	52	52	52	52	52	52
Golf course irrigation								
Commercial use								
Industrial use								
Geothermal and other energy production								
Seawater intrusion barrier								
Recreational impoundment								
Wetlands or wildlife habitat								
Groundwater recharge (IPR)*								
Surface water augmentation (IPR)*								
Direct potable reuse								
Other <i>(Provide General Description)</i>								
		Total:	52	52	52	52	52	52

*IPR - Indirect Potable Reuse

NOTES:

Table 6-5 Retail: 2010 UWMP Recycled Water Use Projection Compared to 2015 Actual

Use Type	2010 Projection for 2015	2015 Actual Use
Agricultural irrigation		
Landscape irrigation (excludes golf courses)	N/A	52
Golf course irrigation		
Commercial use		
Industrial use		
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Surface water augmentation (IPR)		
Direct potable reuse		
Other	<i>Type of Use</i>	
	Total	0
NOTES:		

Table 6-6 Retail: Methods to Expand Future Recycled Water Use

<input checked="" type="checkbox"/>	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.
Section 6.4	Provide page location of narrative in UWMP

Table 6-7 Retail: Expected Future Water Supply Projects or Programs

<input type="checkbox"/>	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.
<input checked="" type="checkbox"/>	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
Section 7.3	Provide page location of narrative in the UWMP

Table 6-8 Retail: Water Supplies — Actual

Water Supply	Additional Detail on Water Supply	2015	
		Actual Volume	Water Quality <i>Drop Down List</i>
Drop down list <i>May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool</i>			
Groundwater	Central Groundwater Basin	3,242	Drinking Water
Purchased or Imported Water	CBMWD	1,243	Drinking Water
Recycled Water	CBMWD	52	Recycled Water
	Total	4,537	
NOTES:			

Table 6-9 Retail: Water Supplies — Projected

Water Supply	Additional Detail on Water Supply	Projected Water Supply Report To the Extent Practicable				
		2020	2025	2030	2035	2040
		Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume	Reasonably Available Volume
Groundwater	Central Groundwater Basin	3,853	3,853	3,853	3,853	3,853
Groundwater	Lease GW Rights - South Gate	1,000	1,000	1,000	1,000	1,000
Recycled Water	CBMWD	52	52	52	52	52
Total		4,905	4,905	4,905	4,905	4,905

NOTES:

Table 7-1 Retail: Basis of Water Year Data

Year Type	Base Year <i>If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 1999-2000, use 2000</i>	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		<input checked="" type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available	% of Average Supply
Average Year	2015		100%
Single-Dry Year	1977		103%
Multiple-Dry Years 1st Year	1990		105%
Multiple-Dry Years 2nd Year	1991		105%
Multiple-Dry Years 3rd Year	1992		105%
NOTES:			

Table 7-2 Retail: Normal Year Supply and Demand Comparison

	2020	2025	2030	2035	2040
Supply totals <i>(autofill from Table 6-9)</i>	4,905	4,905	4,905	4,905	4,905
Demand totals <i>(autofill from Table 4-3)</i>	4,905	4,905	4,905	4,905	4,905
Difference	0	0	0	0	0
NOTES:					

Table 7-3 Retail: Single Dry Year Supply and Demand Comparison

	2020	2025	2030	2035	2040
Supply totals	5,052	5,052	5,052	5,052	5,052
Demand totals	5,052	5,052	5,052	5,052	5,052
Difference	0	0	0	0	0
NOTES:					

Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison

		2020	2025	2030	2035	2040
First year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0
Second year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0
Third year	Supply totals	5,150	5,150	5,150	5,150	5,150
	Demand totals	5,150	5,150	5,150	5,150	5,150
	Difference	0	0	0	0	0

Table 8-1 Retail**Stages of Water Shortage Contingency Plan**

Stage	Complete Both	
	Percent Supply Reduction ¹ <i>Numerical value as a percent</i>	Water Supply Condition <i>(Narrative description)</i>
1		A Phase I will be declared when the City determines that future water supplies are uncertain.
2	5%	A Phase II shortage will be declared when the City determines that it may suffer a five percent reduction in its water supply.
3	10%	A Phase III shortage will be declared when the City determines that it may suffer a ten percent reduction in its water supply.
4	15%	A Phase IV shortage will be declared when the City determines it will suffer a fifteen percent reduction in its water supply.
5	20%	A Phase V shortage will be declared when the City determines it will suffer a twenty percent reduction in its water supply.
6	30% to 50%	A Phase VI shortage will be declared when the City determines it will suffer a thirty percent reduction in its water supply.
¹ One stage in the Water Shortage Contingency Plan must address a water shortage of 50%.		
NOTES:		

Table 8-2 Retail Only: Restrictions and Prohibitions on End Uses

Stage	Restrictions and Prohibitions on End Users <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>Drop Down List</i>
2	Other - Prohibit use of potable water for washing hard surfaces	Hose washing paved surfaces prohibited except for sanitary purposes.	Yes
2	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Washing vehicles permitted only with hand-held bucket or at commercial car wash with reclaimed water.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Prohibit water use in decorative fountains, ponds, lakes, or other similar aesthetic structures unless water is part of a recycling system.	Yes
2	CII - Restaurants may only serve water upon request	-	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Leaks must be fixed promptly	Yes
2	Landscape - Limit landscape irrigation to specific days	Watering permitted Monday, Wednesday, and Friday and during 10:00 a.m. through 4:00 p.m. Does not apply to commercial nurseries or other water-dependent industries	Yes
2	Landscape - Restrict or prohibit runoff from landscape irrigation	Prohibit runoff of water paved areas due to incorrectly directed or maintained sprinklers or excessive watering	Yes
2	Other	Water use not to exceed ninety-five percent of the amount used during the corresponding billing period during the prior billing year	Yes
3	Landscape - Limit landscape irrigation to specific days	Watering permitted Monday and Thursday during 6:00 a.m. through 6:00 p.m.	Yes
3	Landscape - Prohibit certain types of landscape irrigation	Water-dependent industries permitted to water every other day between 10:00 a.m. and 4:00 p.m. No restriction when using reclaimed water	Yes
3	Other	Water use not to exceed ninety-five percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
4	Landscape - Prohibit all landscape irrigation	All irrigation prohibited except by use of a bucket	Yes
4	Landscape - Prohibit certain types of landscape irrigation	Water-dependent industries prohibited from watering except every third day between the hours of 6:00 a.m. and 6:00 p.m. No restriction when using reclaimed water	Yes
4	Other	Water from fire hydrants be limited to firefighting related activities	Yes
4	Other	Water use not to exceed eighty-five percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
5	Other	Water use not to exceed eighty percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year	Yes
6	Other	Water use not to exceed seventy percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year.	Yes

NOTES:

Table 8-3 Retail Only:**Stages of Water Shortage Contingency Plan - Consumption Reduction Methods**

Stage	Consumption Reduction Methods by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool</i>	Additional Explanation or Reference (optional)
1	Other	Phase I Water Conservation Measures
2	Other	Phase II Water Conservation Measures
3	Other	Phase III Water Conservation Measures
4	Other	Phase IV Water Conservation Measures
5	Other	Phase V Water Conservation Measures
6	Other	Phase VI Water Conservation Measures
NOTES:		

Table 8-4 Retail: Minimum Supply Next Three Years

	2016	2017	2018
Available Water Supply	4,905	4,905	4,905

NOTES: The City's minimum supply each year for the next three years is assumed to be the same as the projected supplies in 2020. This projection is a combination of the City's adjudicated groundwater rights from the Basin, leased groundwater rights from the City of South Gate, and recycled water.

Table 10-1 Retail: Notification to Cities and Counties

City Name	60 Day Notice	Notice of Public Hearing
Norwalk	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
South Gate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vernon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Walnut	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bell	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
County Name <i>Drop Down List</i>	60 Day Notice	Notice of Public Hearing
Los Angeles County	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NOTES:		

APPENDIX C

Groundwater Reports



A copy of the WRD Regional Groundwater Monitoring Report can be found at http://www.wrd.org/engineering/reports/2014_RGWMR_Final%20_Web.pdf

A copy of the WRD Engineering Survey and Report can be found at http://www.wrd.org/WRD_ESR_Report_March_3_2016_Final_For_Web.pdf

APPENDIX D

City Ordinance



RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK IMPLEMENTING WATER
CONSERVATION MEASURES TO COMPLY WITH
RECENT AMENDMENTS TO REGULATIONS
GOVERNING WATER CONSERVATION

WHEREAS, on August 4, 2014, the City Council of the City of Huntington Park adopted Resolution No. 2014-25 to implement Phase III water supply shortage as described in Municipal Code Section 6-5.405;

8 **WHEREAS**, on March 17, 2015, the State Water Resources Control
9 Board ("State Water Board") expanded the emergency water conservation measures
that the State Water Board adopted in July 2014;

10 **WHEREAS**, on March 27, 2015, the Office of Administrative Law approved the
11 expanded measures, which were then codified as amendments to Sections 864 and
12 865 of Title 23, Division 3, Chapter 2, Article 22.5 of the California Code of
Regulations (referred to herein as “Water Regulations”);

13 **WHEREAS**, on April 1, 2015, the Governor issued Executive Order B-29-15,
14 which required the State Water Board to impose restrictions to achieve a statewide
25% reduction in potable urban water usage;

16 **WHEREAS**, on May 6, 2015, the State Water Board responded to the
17 Governor's Executive Order by submitting to the Office of Administrative Law
amendments to Water Regulations Sections 863 through 866;

18 **WHEREAS**, on May 18, 2015, the Office of Administrative Law approved the
19 State Water Board's proposed measures as an Emergency Regulatory Action
20 pursuant to Government Code Section 11346.1 and 11349.6, as well as Water Code
Section 1058.5;

21 **WHEREAS**, the Emergency Regulatory Action (codified as amendments to
22 Water Regulation Sections 863 through 866) is effective May 18, 2015, and expires
on February 13, 2016; and

23 **WHEREAS**, pursuant to Title 6, Chapter 5 of the Municipal Code, and pursuant
24 to the California Water Code Section 10617, the City of Huntington Park (the "City") is
25 an Urban Water Supplier providing water for municipal purposes to more than 3,000
customers;

26 **WHEREAS**, pursuant to Municipal Code Sections 6-5.401 and 6-5.412, the City
27 Council may, by resolution, implement water conservation measures that are in
addition to those described in Title 6, Chapter 5 of the Municipal Code; and

1 **WHEREAS**, as an urban water supplier and as an end-user, the City needs to
2 implement additional water conservation measures to comply with certain provisions
3 of the recently adopted Emergency Regulatory Action.

4 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
5 PARK HEREBY RESOLVES AS FOLLOWS:**

- 6 1. Pursuant to Water Regulation Section 864 governing water end-users:
 - 7 a. Potable water shall not be used to irrigate street medians.
 - 8 b. Hotel and motel operators shall provide guests with the option of not
9 laundering towels and linens daily, and prominently display notice of this option in
10 each guestroom in clear language.
 - 11 c. Eating or drinking establishments where food or drinks are served or
12 purchased shall not serve drinking water, except upon request.
 - 13 d. Potable water shall not be used to irrigate landscapes outside of newly
14 constructed homes and buildings, except as allowed by the California Building
15 Standards Commission and the California Department of Housing and Community
16 Development.
 - 17 e. Customers that fail to comply with the regulations of Water Regulation
18 Section 854, including the regulations specifically referenced above, shall be subject
19 to penalties as provided in Municipal Code Section 6-5.410(b).

20 2. Pursuant to Water Regulation Section 865 governing the City as an
21 Urban Water Supplier:

- 22 a. If the City's Water Department learns of a leak within a customer's
23 control, the Water Department shall notify the customer of the leak in order to prevent
24 waste and unreasonable use of water.
- 25 b. The City's monthly reports to the State Water Resources Control Board
26 shall include additional information including: the population served by the urban
27 water supplier; the percentage of water produced that is used for the residential
28 sector; descriptive statistics on water conservation compliance and enforcement
efforts; the number of days that outdoor irrigation is allowed; and monthly
commercial, industrial, and institutional sector use.
- 29 c. The City's Water Department shall reduce its total potable water
30 production by twelve percent (12%) for the each month as compared to amount used
31 in the same month in 2013.

32 3. The requirements as stated in Sections 1 and 2 above shall remain in
33 effect until February 13, 2016, except as extended or amended by the State Water
34 Resources Control Board, or as otherwise ordered by the City Council by resolution.

1 To the extent the State Water Resources Control Board subsequently amends the Water
2 Regulations, the City Council, by this Resolution, automatically adopts said amendments
2 (whether the amendments increase, decrease, repeal, or change drought emergency water
conservation requirements), except as otherwise ordered by a City Council resolution.

3 4. Pursuant to Municipal Code Section 6-5.401, this resolution shall
4 become effective immediately upon the adoption by the City Council and shall be
published one time only in a daily newspaper of general circulation.
5

6 **PASSED, APPROVED AND ADOPTED THIS 1st day of June 2015.**
7

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9

Karina Macias
10 Mayor
11

12 ATTEST:
13

14 Donna G. Schwartz, CMC
15 City Clerk
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27
28

APPENDIX E

Notification of Public and Service Area Suppliers





Public Works / Environmental Department

April 6, 2016

Mr. Kevin Hunt
Central Basin Municipal Water District
6252 Telegraph Rd.
Commerce, CA 90040

RE: NOTICE OF PREPARATION OF THE CITY OF HUNTINGTON PARK'S 2015 URBAN WATER MANAGEMENT PLAN

The City of Huntington Park is in the process of preparing its 2015 Urban Water Management Plan (UWMP). UWMPs are prepared by California's urban water suppliers to support their long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. Every urban water supplier that either provides over 3,000 acre-feet of water annually or serves 3,000 or more connections is required to prepare an UWMP every five years.

Pursuant to the requirement of California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the City of Huntington Park is in the process of preparing the 2015 UWMP. Based on the City's current schedule, a draft will be available for review prior to the public hearing, which is tentatively scheduled for June 21, 2016.

If your agency would like more information or have any questions, please direct any inquiries to Christina Dixon, Analyst at (323) 584 – 6323 or cdixon@hPCA.gov

Sincerely,

C. Dixon



Public Works / Environmental Department

April 21, 2016

County of Los Angeles
Clerk-Recorder
12400 Imperial Hwy
Norwalk, CA 90650

RE: NOTICE OF PREPARATION OF THE CITY OF HUNTINGTON PARK'S 2015 URBAN WATER MANAGEMENT PLAN

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Sincerely,

Christina Dixon
Analyst



Public Works / Environmental Department

April 6, 2016

Mr. Robert McVicker
Golden State Water
630 E. Foothill Blvd.
San Dimas, CA 91773

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Sincerely,

C. Dixon



Public Works / Environmental Department

April 21, 2016

Ms. Stephanie Pinceti
Los Angeles County
Department of Regional Planning Chair
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

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Sincerely,

Christina Dixon
Analyst



Public Works / Environmental Department

April 21, 2016

County of Los Angeles
Clerk-Recorder
12400 Imperial Hwy
Norwalk, CA 90650

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Sincerely,

Christina Dixon
Analyst



Public Works / Environmental Department

April 6, 2016

Mr. Chris Castillo
City of South gate: City Hall
8650 California Avenue
South Gate, CA 90280

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Sincerely,

C. Dixon



Public Works / Environmental Department

April 6, 2016

Attn: Water Division, General Manager
Walnut Park Mutual Water CO.
2460 E. Florence Avenue
Huntington Park, CA 90255

RE: NOTICE OF PREPARATION OF THE CITY OF HUNTINGTON PARK'S 2015 URBAN WATER MANAGEMENT PLAN

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Sincerely,

C. Dixon



Public Works / Environmental Department

April 6, 2016

Mr. Robb Whitaker
Water Replenishment District.
4040 Paramount Blvd.
Lakewood, CA 90712

RE: NOTICE OF PREPARATION OF THE CITY OF HUNTINGTON PARK'S 2015 URBAN WATER MANAGEMENT PLAN

The City of Huntington Park is in the process of preparing its 2015 Urban Water Management Plan (UWMP). UWMPs are prepared by California's urban water suppliers to support their long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. Every urban water supplier that either provides over 3,000 acre-feet of water annually or serves 3,000 or more connections is required to prepare an UWMP every five years.

Pursuant to the requirement of California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the City of Huntington Park is in the process of preparing the 2015 UWMP. Based on the City's current schedule, a draft will be available for review prior to the public hearing, which is tentatively scheduled for June 21, 2016.

If your agency would like more information or have any questions, please direct any inquiries to Christina Dixon, Analyst at (323) 584 – 6323 or cdixon@hPCA.gov

Sincerely,

C. Dixon



Public Works / Environmental Department

April 6, 2016

Mr. Al Cablay
Bell City Hall
6330 Pine Avenue
Bell, CA 90201

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Sincerely,

C. Dixon



Public Works / Environmental Department

April 6, 2016

Mr. Scott Rigg
Vernon City Hall
4305 S. Santa Fe Avenue
Vernon CA, 90058

RE: NOTICE OF PREPARATION OF THE CITY OF HUNTINGTON PARK'S 2015 URBAN WATER MANAGEMENT PLAN

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Sincerely,

C. Dixon

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

CITY OF HUNTINGTON PARK
ATTN: JESSIE GOMEZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

Account Number: 5007732

Ad Order Number: 0010809624

Customer's Reference
/ PO Number:

Publication: Long Beach Press-Telegram

Publication Dates: 06/07/2016

Total Amount: \$320.39

Payment Amount: \$0.00

Amount Due: \$320.39

Invoice Text: **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Huntington Park will hold a public hearing to provide opportunity for public input on the draft update of the City of Huntington Park's 2015 Urban Water Management Plan (UWMP). UWMPs are prepared by California's urban water suppliers to support their long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. Every urban water supplier that either provides over 3,000 acre-feet of water annually or serves 3,000 or more connections is required to prepare an UWMP every five years.

NOTICE IS HEREBY FURTHER GIVEN that said public hearing will be held on June 21, 2016, at 6:00 p.m. in the Council Chambers of the City Hall, 6550 Miles Avenue, at which time and place any and all persons interested may appear and be heard thereon. A copy of the draft UWMP is currently available for public review in the Office of the City Clerk at 6550 Miles Avenue, Huntington Park, California. For information please contact Christina Dixon at (323) 584-6274.
/s/Donna G. Schwartz, CMC, City Clerk

Pub June 7, 2016(1t)PT(809624)

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

(Space below for use of County Clerk Only)

5007732

CITY OF HUNTINGTON PARK
ATTN: JESSIE GOMEZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/07/2016

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 10th day of June, 2016.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

Legal No. **0010809624**

NOTICE OF PUBLIC HEARING

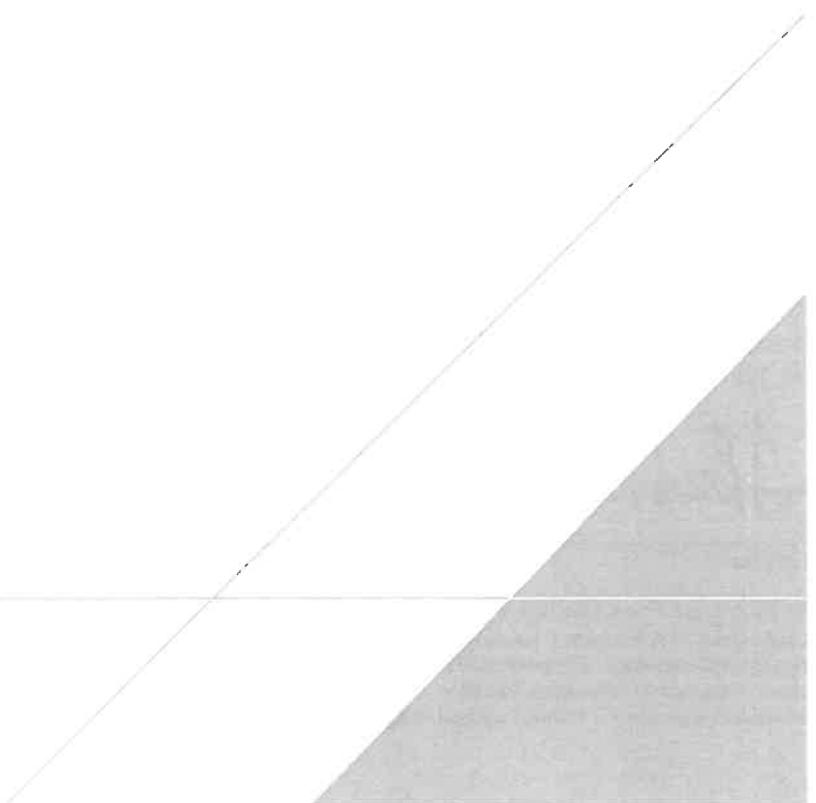
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/s/Donna G. Schwartz, CMC, City Clerk

Pub June 7, 2016 (1t) PT (809624)

APPENDIX F

Adopted UWMP Resolution



RESOLUTION NO. 2016-27

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK ADOPTING THE 2015
URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California Urban Water Management Planning Act requires urban water suppliers providing water to 3,000 or more service connections of water annually to prepare and adopt, in accordance with prescribed requirements, an urban water management plan every five years; and

WHEREAS, the California Urban Water Management Planning Act specifies the requirements and procedures for adopting such Urban Water Management Plans; and

WHEREAS, the City of Huntington Park City Council has duly reviewed, discussed, and considered such Urban Water Management Plan and has determined the 2015 Urban Water Management Plan to be consistent with the California Urban Water Management Planning Act and to be an accurate representation of the water resources plan for the City of Huntington Park; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 1. The City Council hereby adopts this 2015 Urban Water Management Plan Exhibit "A" for submittal to the State of California.

PASSED, APPROVED and ADOPTED this 21st day of June, 2016.


Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2016-27 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 21st day of June, 2016, by the following vote, to wit:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Member(s): None

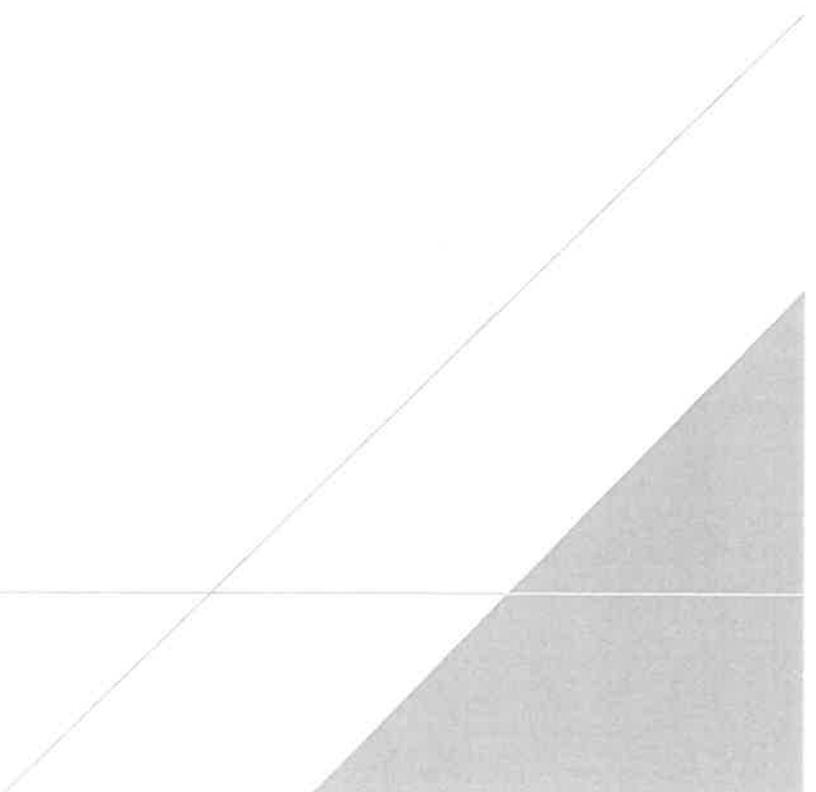
ABSENT: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the Seal of the City of
Huntington Park, this 22nd day of June 2016.

Donna G. Schwartz, CMC, City Clerk

APPENDIX G

AWWA Water Loss Audit Worksheet



AWWA Free Water Audit Software V5.0

American Water Works Association Copyright © 2014. All Rights Reserved.

This spreadsheet-based water audit tool is designed to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. It provides a "top-down" summary water audit format, and is not meant to take the place of a full-scale, comprehensive water audit format.

Auditors are strongly encouraged to refer to the most current edition of AWWA M36 Manual for Water Audits for detailed guidance on the water auditing process and targetting loss reduction levels

The spreadsheet contains several separate worksheets. Sheets can be accessed using the tabs towards the bottom of the screen, or by clicking the buttons below.

Please begin by providing the following information

Name of Contact Person:	Christina Dixon
Email Address:	cdixon@npca.gov
Telephone Ext.:	323-584-6323
Name of City / Utility:	Huntington Park
City/Town/Municipality:	Huntington Park
State / Province:	California (CA)
Country:	USA
Year:	2015
Start Date:	07/2014
End Date:	06/2015
Audit Preparation Date:	
Volume Reporting Units:	Acre-feet
PWSID / Other ID:	

The following guidance will help you complete the Audit

Reporting Worksheet

All audit data are entered on the **Reporting Worksheet**

Value can be entered by user

Value calculated based on input data

These cells contain recommended default values

Use of Option (Radio) Buttons:

Value:

To enter a value, choose this button and enter a value in the cell to the right

Select the default percentage by choosing the option button on the left

Value:

Penit:

0.25%

Dashboard
A graphical summary of the water balance and Non-Revenue Water components

Acknowledgements

Acknowledgements for the AWWA Free Water Audit Software v5.0

Example Audits

Reporting Worksheet and Performance Indicators examples are shown for two validated audits

Loss Control Planning

Use this sheet to interpret the results of the audit validity score and performance indicators

Definitions

Use this sheet to understand the terms used in the audit process

Service Connection Diagram

Diagrams depicting possible customer service connection line configurations

Grading Matrix

Presents the possible grading options for each input component of the audit

Value:

Water Balance

The values entered in the Reporting Worksheet are used to populate the Water Balance

Performance Indicators

Review the performance indicators to evaluate the results of the audit

Comments

Enter comments to explain how values were calculated or to document data sources

Reporting Worksheet

Enter the required data on this worksheet to calculate the water balance and data grading

Instructions

The current sheet. Enter contact information and basic audit details (year, units etc)

If you have questions or comments regarding the software please contact us via email at: WIC@awwa.org

AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0

American Water Works Association,
Copyright © 2014, All Rights Reserved.

[Click to access definition](#)
[Click to add a comment](#)

Water Audit Report for: **Huntington Park**
Reporting Year: **2015** **7/2014 - 6/2015**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable, please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (n/a or 1-10) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades

All volumes to be entered in CUBIC FEET PER YEAR

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources:	+	?	9	3,242,000	acre-ft/yr
Water imported:	+	?	8	1,243,000	acre-ft/yr
Water exported:	+	?	n/a	0.000	acre-ft/yr

Enter grading in column 'E' and 'J'

Master Meter and Supply Error Adjustments

Pcnt:	7	-0.33%	acre-ft/yr
	8		acre-ft/yr
	+		acre-ft/yr

WATER SUPPLIED: **4,495.734** acre-ft/yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

AUTHORIZED CONSUMPTION

Billed metered:	+	?	6	4,190,000	acre-ft/yr
Billed unmetered:	+	?	n/a	0.000	acre-ft/yr
Unbilled metered:	+	?	n/a	0.000	acre-ft/yr
Unbilled unmetered:	+	?		56.197	acre-ft/yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: **4,246.197** acre-ft/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

249.537 acre-ft/yr

Apparent Losses

Unauthorized consumption:	+	?		11,239	acre-ft/yr
---------------------------	---	---	--	--------	------------

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	+	?	6	129.588	acre-ft/yr
Systematic data handling errors:	+	?	5	0.000	acre-ft/yr

Systematic data handling errors are likely, please enter a positive, non-zero value; otherwise grade = 1 (not displayed)

Apparent Losses: **140.827** acre-ft/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: Use Customer Retail Unit Cost to **108.710** acre-ft/yr

WATER LOSSES: **249.537** acre-ft/yr

NON-REVENUE WATER

NON-REVENUE WATER: **305.734** acre-ft/yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	+	?	6	50.2	miles
Number of active AND inactive service connections:	+	?	5	5,748	
Service connection density:	+	?		115	conn./mile main

Are customer meters typically located at the curbstop or property line?

Yes

(length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: **55.0** psi

COST DATA

Total annual cost of operating water system:	+	?	8	\$4,826,020	\$/Year
Customer retail unit cost (applied to Apparent Losses):	+	?	5	\$2.49	\$/100 cubic feet (ccf)
Variable production cost (applied to Real Losses):	+	?	6	\$812.00	\$/acre-ft

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 67 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Systematic data handling errors

2: Billed metered

3: Customer retail unit cost (applied to Apparent Losses)



AWWA Free Water Audit Software: System Attributes and Performance Indicators

Water Audit Report for: Huntington Park
Reporting Year: 2015 7/2014 - 6/2015

System Attributes:

*** YOUR WATER AUDIT DATA VALIDITY SCORE IS: 67 out of 100 ***

Performance Indicators:

System Attributes:	
Water Losses:	249.537 acre-ft/yr
Unavoidable Annual Real Losses (UARL):	69.85 acre-ft/yr
Annual cost of Apparent Losses:	\$152,747
Annual cost of Real Losses:	\$88,273
Annual cost of Real Losses:	\$88,273
Financial:	6.8% 5.9% Real Losses valued at Variable Production Cost
Operational Efficiency:	21.87 gallons/connection/day 16.88 gallons/connection/day N/A 0.31 gallons/connection/day/psi

From Above, Real Losses = Current Annual Real Losses (CARL):

Infrastructure Leakage Index (ILI) [CARL/UARL]:

?	108.71 acre-feet/year
?	1.56

* This performance indicator applies for systems with a low service connection density of less than 32 service connections/mile of pipeline



AWWA Free Water Audit Software: User Comments

Use this worksheet to add comments or notes to explain how an input value was calculated, or to document the sources of the information used.

General Comment:	Audit Item	Comment
	<u>Volume from own sources:</u>	
	<u>Vol. from own sources: Master meter error adjustment:</u>	
	<u>Water imported:</u>	
	<u>Water imported: master meter error adjustment:</u>	
	<u>Water exported:</u>	
	<u>Water exported: master meter error adjustment:</u>	
	<u>Billed metered:</u>	
	<u>Billed unmetered:</u>	
	<u>Unbilled metered:</u>	

Audit Item	Comment
<u>Unbilled unmetered:</u>	
<u>Unauthorized consumption:</u>	
<u>Customer metering inaccuracies:</u>	
<u>Systematic data handling errors:</u>	
<u>Length of mains:</u>	Avg. of 9 ft lead for FH, 600 total adds 1 mi of pipeline
<u>Number of active AND inactive service connections:</u>	
<u>Average length of customer service line:</u>	
<u>Average operating pressure:</u>	
<u>Total annual cost of operating water system:</u>	
<u>Customer retail unit cost (applied to Apparent Losses):</u>	
<u>Variable production cost (applied to Real Losses):</u>	



AWWA Free Water Audit Software: Water Balance

WAS v5.0
American Water Works Association.

Water Audit Report for:		Huntington Park	
Reporting Year:		2015	
Data Validity Score:		72/2014 - 6/2015	
Water Exported	0.000	Billed Water Exported	0.000
Own Sources (Adjusted for known errors)	4,246.197	Billed Authorized Consumption	4,190.000
3,252.734	4,495.734	Unbilled Authorized Consumption	56.197
System Input	4,495.734	Apparent Losses	140.827
Water Losses	249.537	Water Losses	249.537
Water Imported	1,243.000	Real Losses	108.710
		Leakage on Transmission and/or Distribution Mains <i>Not broken down</i>	0.000
		Leakage and Overflows at Utility's Storage Tanks <i>Not broken down</i>	0.000
		Leakage on Service Connections <i>Not broken down</i>	0.000



AWWA Free Water Audit Software: Dashboard

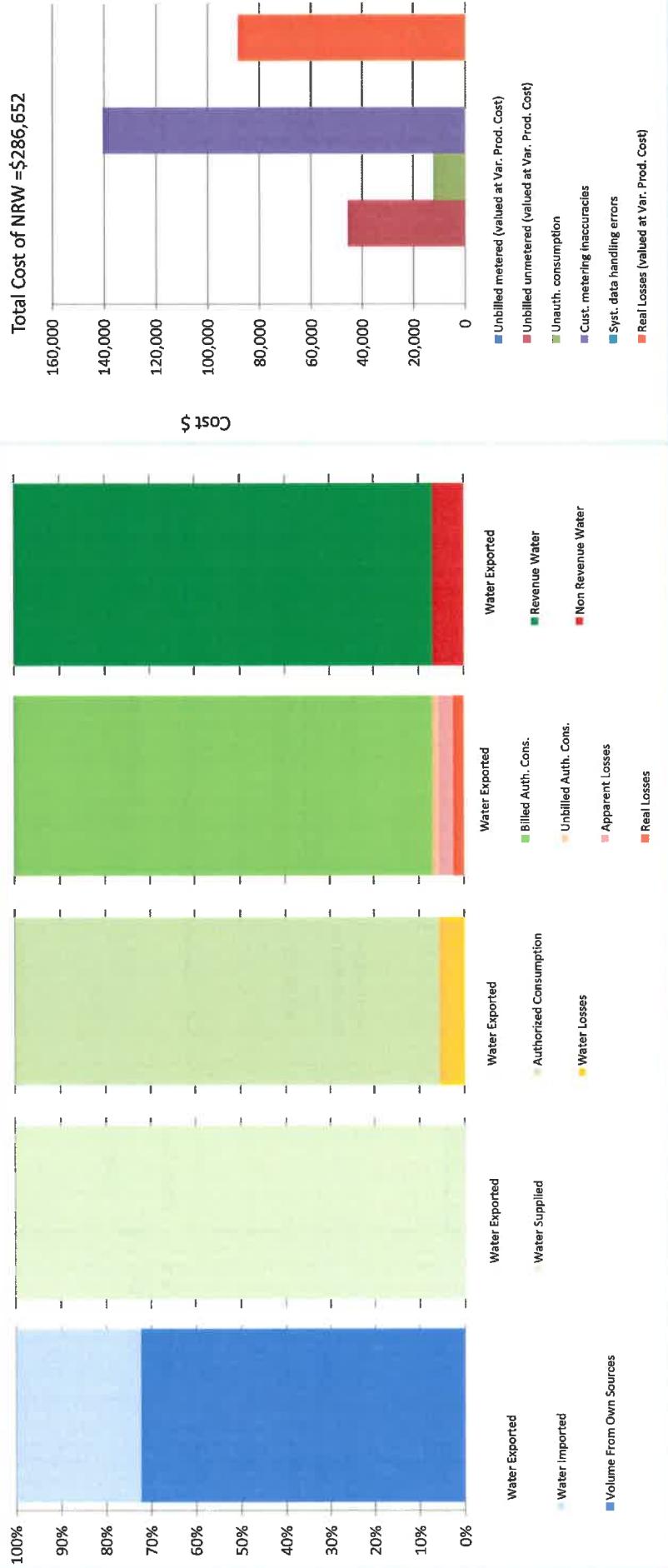
The graphic below is a visual representation of the Water Balance with bar heights proportional to the volume of the audit components.

The graphic below is a visual representation of the Water Balance with bar heights proportional to the volume of the audit components.

Water Audit Report for:	Huntington Park
Reporting Year:	2015
Date Validity Starts:	7/2/2014 - 6/20/2015

Water Audit Report for:	Huntington Park
Reporting Year:	2015
Date Validity Starts:	7/2/2014 - 6/20/2015

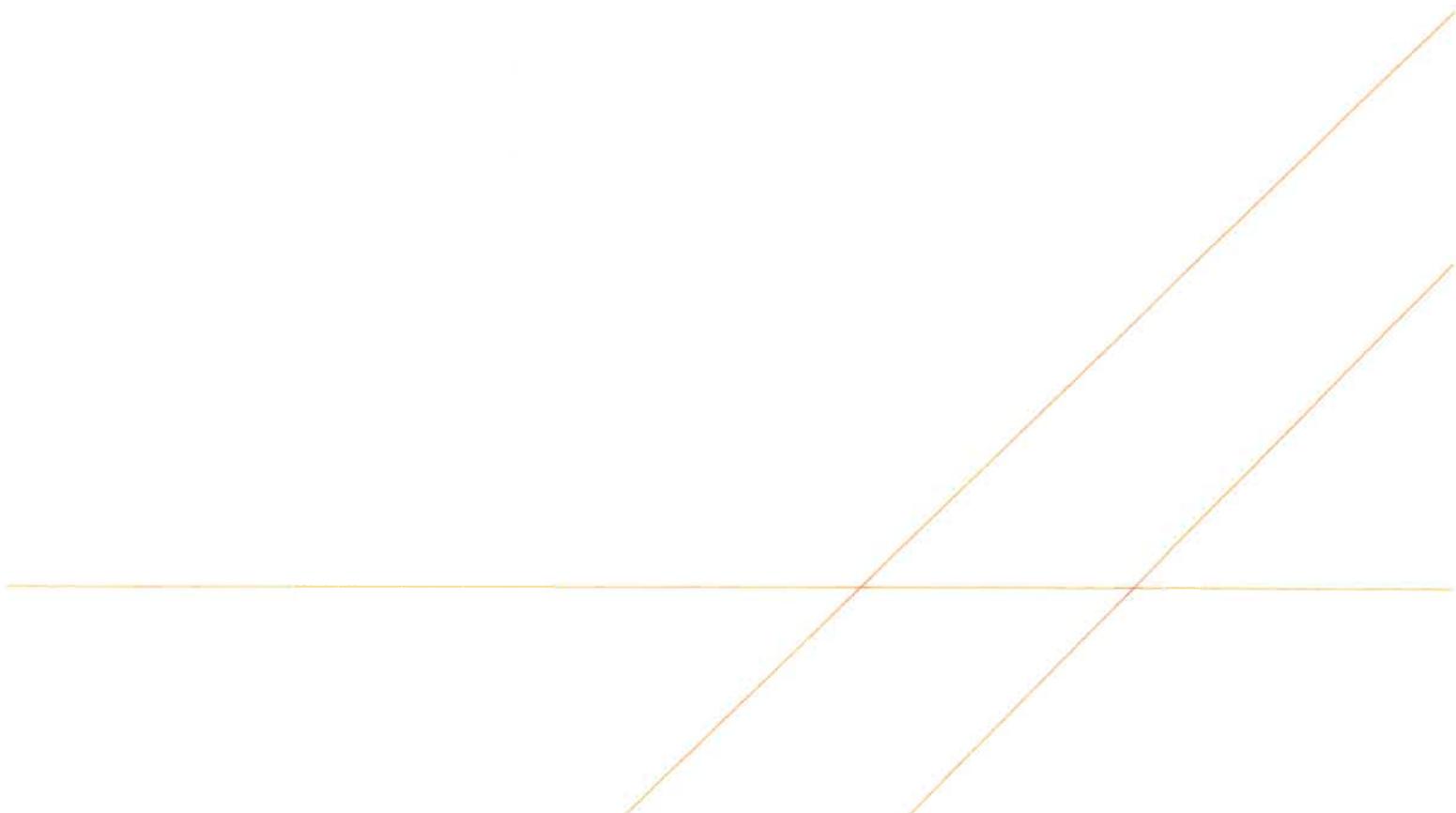
Water Audit Report for:	Huntington Park
Reporting Year:	2015
Date Validity Starts:	7/2/2014 - 6/20/2015



Arcadis U.S., Inc.

445 South Figueroa Street
Suite 3650
Los Angeles, California 90071
Tel 213 486 9884
Fax 213 486 9894

www.arcadis.com



ITEM NO. 4

CITY OF HUNTINGTON PARK



Public Works Department
City Council Agenda Report

September 15, 2020

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to develop the America's Water Infrastructure Act Risk and Resilience Assessments and Emergency Response Plans.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires water system operators serving more than 3,300 people to develop a risk and resilience assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP. The certification deadline for the Risk and Resilience plan is June 30, 2021. ERP certifications are due six months from the date of the risk assessment certification; December 31, 2021. The plans take approximately 9 to 10 months to complete.

Assessment reports include:

1. Risk to the system from malevolent acts and natural hazards;
2. Resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. Monitoring practices of the water system;
4. Financial infrastructure of the system;

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

September 15, 2020

Page 2 of 3

5. Use, storage, or handling of various chemicals by the system; and
6. Operation and maintenance of the water system.

The assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.

Engineering support from an outside consultant is necessary to accomplish the design and construction management of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design and construction management services for the project.

No later than six months after certifying completion of its risk and resilience assessment, the City must prepare an ERP that incorporates the findings of the assessment. The plan shall include:

1. Strategies and resources to improve the resilience of the water system, including the physical security and cybersecurity of the system;
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The following is a tentative schedule:

RFP ISSUED	September 18, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 5, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 14, 2020
TENTATIVE CITY COUNCIL AWARD DATE	November 3, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 11, 2020
RISK AND RESILIENCE ASSESSMENTS DUE TO EPA	June 30, 2021
EMERGENCY RESPONSE PLAN DUE TO EPA	December 31, 2021

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost.

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

September 15, 2020

Page 3 of 3

California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the tasks required from engineering firms to develop the necessary documents. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact. Proposals will be evaluated based on qualifications and fiscal aptitude to develop the plan. Adopted fiscal year 2020-21 budget allocation is \$40,000 payable from Account No. 681-8030-461-56.41.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. EPA - Risk and Resilience Assessments and Emergency Response Plans RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL TO
DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE
ASSESSMENTS AND EMERGENCY RESPONSE PLANS**

PROPOSAL DUE DATE: OCTOBER 14, 2020 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpc.ca.gov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants to develop the America's Water Infrastructure Act Risk (AWIA) and Resilience Assessments and Emergency Response Plans. AWIA Section 2013 requires water system operators serving more than 3,300 people to develop a risk and resilience assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP. The certification deadline for the Risk and Resilience plan is June 30, 2021. ERP certifications are due six months from the date of the risk assessment certification; December 31, 2021. ATTACHMENT 1 contains important dates.

2. OVERVIEW

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or ERP. The City is responsible for ensuring that the risk and resilience assessment and ERP address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and ERP.

Every five years, the City must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised. Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at <https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment>.

Within six months of submitting the recertification for the risk and resilience assessment, the City must certify it has reviewed and, if necessary, revised, its ERP. Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at <https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan>.

3. SCOPE OF SERVICES

The City must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by June 30, 2021. The City must develop an ERP and certify completion to the U.S. EPA no later than six months after the risk and resilience assessment certification by December 31, 2021. The consultant applying should have significant experience in preparing similar plans related to water systems.

Risk and resilience assessments evaluate the vulnerabilities, threats and consequences from potential hazards. A risk and resilience assessment should include"

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.

- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

Coordination of the risk and resilience assessment and ERP must take place with local emergency planning committees and local utilities.

An emergency response plan includes:

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

Certification will be submitted utilizing the user-friendly secure online portal. The online submission portal will provide the City with a receipt of submittal. The U.S. EPA recommends using this method. The certification system is available.

Additional information may be obtained from the U.S. EPA's website:

<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans#Fact Sheet>

The assessment may include an evaluation of capital and operational needs for risk and resilience management for the system. It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the plans. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

5. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

6. EPA GUIDELINES

Please see ATTCHMENT 4 - Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (40%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Project Approach (10%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (40%) – Proposal for completing the plans in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

* Use of the City of Huntington Park City Seal is prohibited.

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1-page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1-page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 3-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 1-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this contract. The designated project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultant's approach to implement a plan-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past plans in which the personnel to be used by consultant for this contract were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific tasks contained within the plans will be completed (**Project is time sensitive**). Consultants

should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is completed by the EPA mandated deadline. The consultant shall submit a detailed schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under which service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of the Scope of Work, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**AWIA and Resilience Assessments and Emergency Response Plans RFP**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 5, 2020**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, OCTOBER 14, 2020** to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255
Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 4 – Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act

ATTACHMENT 1 – IMPORTANT DATES

IMPORTANT DATES

RFP ISSUED	September 18, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 5, 2020
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 14, 2020
TENTATIVE CITY COUNCIL AWARD DATE	November 3, 2020
APPROXIMATE NOTICE TO PROCEED DATE	November 11, 2020
RISK AND RESILIENCE ASSESSMENTS DUE TO EPA	June 30, 2021
EMERGENCY RESPONSE PLAN DUE TO EPA	December 31, 2021

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /\$[AMOUNT] per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement within 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents. CONSULTANT and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

**IV.
INSURANCE**

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall file the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT

7.4 **WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
(NAME AND ADDRESS)

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 **COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 **AMENDMENT: MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE] _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

Request for Proposal

AWIA Risk and Resilience Assessments and Emergency Response Plans

Page | 34

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section II – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT 4 – Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act



Guidance for Small Community Water Systems on Risk and Resilience Assessments under America's Water Infrastructure Act

Who Should Use this Guidance?

- This guidance is intended for small community water systems (CWSs) serving greater than 3,300 but less than 50,000 people to comply with the requirements for **risk and resilience assessments** under *America's Water Infrastructure Act of 2018* (AWIA).
- For larger CWSs, EPA recommends the [Vulnerability Self-Assessment Tool](#) (VSAT) Web 2.0 or an alternate risk assessment method.
- CWSs serving 3,300 or fewer people are not required to conduct risk and resilience assessments under AWIA. EPA recommends, however, that very small CWSs use this or other guidance to learn how to conduct risk and resilience assessments and address threats from malevolent acts and natural hazards that threaten safe drinking water.

What is the Purpose of this Guidance?

- This guidance will help small CWSs meet the requirements for risk and resilience assessments in AWIA.
- This guidance does not address emergency response plans (ERPs), which are also required under AWIA for CWSs serving more than 3,300 people.
 - EPA has developed an [Emergency Response Plan Template and Instructions](#) for CWSs to comply with AWIA.
- Further, this guidance does not cover all aspects of water system security and resilience, such as asset management, climate change, and emergency preparedness and response. Visit EPA's [Drinking Water and Wastewater Resilience](#) page to find more information.

What are the Risk and Resilience Assessments Requirements in AWIA?

AWIA requires CWSs serving more than 3,300 people to assess the risks to and resilience of the system to malevolent acts and natural hazards. The law specifies water system assets (e.g., infrastructure) that the assessment must address. These assets are listed in Tables 1a – 10b in the *Risk and Resilience Assessment Checklist* (see fillable checklist below on page 4).

Water systems **must certify to EPA** that the system conducted the assessment not later than the following dates:

- March 31, 2020 for systems serving 100,000 or more
- December 31, 2020 for systems serving 50,000 or more but less than 100,000

- June 30, 2021 for systems serving more than 3,300 but less than 50,000

NOTE: Water systems do not submit the actual assessment to EPA. Visit EPA's informational page on [How to Certify Your Risk and Resilience Assessment or ERP](#) for instructions. Every five years, CWSs must review the risk and resilience assessment, revise it as needed, and provide a new certification to EPA.

What are Risk and Resilience in a Water System?

- Risk to critical infrastructure, including water systems, is a function of **threat likelihood**, **vulnerability**, and **consequence**.
 - **Threat** can be a malevolent act, like a cyberattack or process sabotage, or a natural hazard, such as a flood or hurricane.
 - **Threat likelihood** is the probability that a malevolent act will be carried out against the water system or that a natural hazard will occur.
- **Vulnerability** is a weakness that can be exploited by an adversary or impacted by a natural hazard. It is the probability that if a malevolent act or a natural hazard occurred, then the water system would suffer significant adverse impacts.
- **Consequences** are the magnitude of loss that would ensue if a threat had an adverse impact against a water system. Consequences may include:
 - Economic loss to the water system from damage to utility assets;
 - Economic loss to the utility service area from a service disruption, and
 - Severe illness or deaths that could result from water system contamination, a hazardous gas release, or other hazard involving the water system.
- **Resilience** is the capability of a water system to maintain operations or recover when a malevolent act or a natural hazard occurs.
- **Countermeasures** are steps that a water system implements to reduce risk and increase resilience. They may include plans, equipment, procedures, and other measures.

How does a Community Water System Assess Risk and Resilience Under AWIA?

Tables 1a – 10b in the *Risk and Resilience Assessment Checklist* (see fillable checklist below on page 4) list the categories of water system assets that you must assess under AWIA. In all tables (i.e., for all asset categories), do the following:

1. Select only the **malevolent acts** from those listed in the table that pose a significant risk to the asset category at the CWS. You may write-in malevolent acts not listed in the table.
 - a. Focus the selection of malevolent acts on those that are prevalent in the United States (e.g., cyber-attacks), can exploit vulnerabilities at the CWS (e.g., known security gaps), and have the potential for significant economic or public health consequences (e.g., contamination).

NOTE: EPA's [Baseline Information on Malevolent Acts Relevant to Community Water Systems](#) assists water systems with estimating the likelihood of these malevolent acts and provides resources for additional information.

2. For each malevolent act that you identify as a significant risk, briefly describe how the malevolent act could impact the asset category at the CWS. Include major assets that might be damaged or disabled, water service restrictions or loss, and public health impacts as applicable.
3. Select only the **natural hazards** from those listed in the table that may pose a significant risk to the asset category at the CWS. You may write-in natural hazards not listed in the table.
 - a. Focus the selection of natural hazards on those that are prevalent in the area where the water system is located, may affect vulnerable water system infrastructure, and have the potential for significant economic or public health consequences related to the CWS.
4. For each natural hazard that you identify as a significant risk, briefly describe or provide examples of how the hazard could impact the asset category at the CWS. Include major assets that might be damaged or disabled, water service restrictions or loss, and public health impacts as applicable.
5. **OPTIONAL Table 11 (Risk and Resilience Assessment Checklist, see below):** Identify countermeasures that the CWS could potentially implement to reduce risk from the malevolent acts and natural hazards that you selected in in this assessment.
 - a. For malevolent acts, countermeasures are intended to deter, delay, detect, and respond to an attack.
 - b. For natural hazards, countermeasures are intended to prepare, respond, and recover from an event.

NOTE: A single countermeasure, such as emergency response planning or power resilience, may reduce risk across multiple malevolent acts, natural hazards and asset categories.

Complete the **Risk and Resilience Assessment Checklist** here

EPA offers the *Risk and Resilience Assessment Checklist* in two formats. A fillable PDF format is provided on the pages that follow. This format has fixed fields and may not be changed by the user. Alternatively, a Word version may be accessed by clicking on the icon below. The Word version may be changed by the user. **The content of the PDF and Word versions is the same.** To access the Word version, the file must be downloaded to your computer.



Risk and Resilience Assessment Checklist

Community Water System Risk and Resilience Assessment

Enter Community Water System Name Risk and Resilience Assessment

Please fill in the information below.

Facility Name (if applicable):

PWSID:

Analyst Name(s):

Date of Analysis:

Analysis Notes:

Table 1a: Physical Barriers (Malevolent Acts)¹

Asset Category: Physical Barriers	
Examples of Assets in this Category: Encompasses physical security in place at the CWS. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Physical Barriers</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ²	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

¹In a risk assessment, physical barriers are usually treated as countermeasures, which reduce the risk of a threat to an asset, rather than being treated as assets. However, under AWIA, a CWS must assess the risks to and resilience of physical barriers.

²Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Physical Barriers	
Examples of Assets in this Category: Encompasses physical security in place at the CWS. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Physical Barriers</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ³	
<input type="checkbox"/> Other(s), enter below:	

³Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 1b: Physical Barriers (Natural Hazards)⁴

Asset Category: Physical Barriers Examples of Assets in this Category: Encompasses physical security in place at the CWS. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.	
Natural Hazards Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Physical Barriers</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

⁴In a risk assessment, physical barriers are usually treated as countermeasures, which reduce the risk of a threat to an asset, rather than analyzed as assets themselves. However, under AWIA, a CWS must assess the risks to and resilience of physical barriers.

Asset Category: Physical Barriers

Examples of Assets in this Category: Encompasses physical security in place at the CWS. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.

Natural Hazards Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Physical Barriers</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 2a: Source Water (Malevolent Acts)

Asset Category: Source Water Examples of Assets in this Category: Encompasses all sources that supply water to a water system. Possible examples include rivers, streams, lakes, source water reservoirs, groundwater, and purchased water.	
Malevolent Acts Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a malevolent act in the left column as a significant risk to the Source Water asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ⁵	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

⁵Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Source Water

Examples of Assets in this Category: Encompasses all sources that supply water to a water system. Possible examples include rivers, streams, lakes, source water reservoirs, groundwater, and purchased water.

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the Source Water asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ⁶	
<input type="checkbox"/> Other(s), enter below:	

⁶Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 2b: Source Water (Natural Hazards)

Asset Category: Source Water Examples of Assets in this Category: Encompasses all sources that supply water to a water system. Possible examples include rivers, streams, lakes, source water reservoirs, groundwater, and purchased water.	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Source Water</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: Source Water	
Examples of Assets in this Category: Encompasses all sources that supply water to a water system. Possible examples include rivers, streams, lakes, source water reservoirs, groundwater, and purchased water.	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Source Water</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 3a: Pipes and Constructed Conveyances, Water Collection, and Intake (Malevolent Acts)

Asset Category: Pipes and Constructed Conveyances, Water Collection, and Intake Examples of Assets in this Category: Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps and pipes, aqueducts, and other conveyances.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Pipes and Constructed Conveyances, Water Collection, and Intake</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ⁷	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

⁷ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Pipes and Constructed Conveyances, Water Collection, and Intake

Examples of Assets in this Category: Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps and pipes, aqueducts, and other conveyances.

Malevolent Acts Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a malevolent act in the left column as a significant risk to the <i>Pipes and Constructed Conveyances, Water Collection, and Intake</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ⁸	
<input type="checkbox"/> Other(s), enter below:	

⁸Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 3b: Pipes and Constructed Conveyances, Water Collection, and Intake (Natural Hazards)

Asset Category: Pipes and Constructed Conveyances, Water Collection, and Intake Examples of Assets in this Category: Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps and pipes, aqueducts, and other conveyances.	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Pipes and Constructed Conveyances, Water Collection, and Intake</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: *Pipes and Constructed Conveyances, Water Collection, and Intake*

Examples of Assets in this Category: Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps and pipes, aqueducts, and other conveyances.

Natural Hazards Select the natural hazards in the left column that pose a significant risk to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Pipes and Constructed Conveyances, Water Collection, and Intake</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 4a: Pretreatment and Treatment (Malevolent Acts)

Asset Category: Pretreatment and Treatment Examples of Assets in this Category: Encompasses all unit processes that a water system uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. Possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Pretreatment and Treatment</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ⁹	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

⁹ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Pretreatment and Treatment

Examples of Assets in this Category: Encompasses all unit processes that a water system uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. Possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile.

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Pretreatment and Treatment</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ¹⁰	
<input type="checkbox"/> Other(s), enter below:	

¹⁰ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 4b: Pretreatment and Treatment (Natural Hazards)

Asset Category: Pretreatment and Treatment Examples of Assets in this Category: Encompasses all unit processes that a water system uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. Possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile.	
Natural Hazards Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Pretreatment and Treatment</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: Pretreatment and Treatment

Examples of Assets in this Category: Encompasses all unit processes that a water system uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. Possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile.

Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Pretreatment and Treatment</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 5a: Storage and Distribution Facilities (Malevolent Acts)

Asset Category: Storage and Distribution Facilities Examples of Assets in this Category: Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Storage and Distribution Facilities</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ^{II}	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

^{II}Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Storage and Distribution Facilities

Examples of Assets in this Category: Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Storage and Distribution Facilities</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ¹²	
<input type="checkbox"/> Other(s), enter below:	

¹²Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 5b: Storage and Distribution Facilities (Natural Hazards)

Asset Category: Storage and Distribution Facilities Examples of Assets in this Category: Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Storage and Distribution Facilities</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: Storage and Distribution Facilities

Examples of Assets in this Category: Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.

Natural Hazards Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Storage and Distribution Facilities</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 6a: Electronic, Computer, or Other Automated Systems (including the security of such systems) (Malevolent Acts)

Asset Category: <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i> Examples of Assets in this Category: Encompasses all treatment and distribution process control systems, business enterprise information technology (IT) and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. Also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the security of these systems (e.g., cybersecurity, information security).	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ¹³	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

¹³ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Electronic, Computer, or Other Automated Systems (including the security of such systems)

Examples of Assets in this Category: Encompasses all treatment and distribution process control systems, business enterprise information technology (IT) and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. Also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the security of these systems (e.g., cybersecurity, information security).

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ¹⁴	
<input type="checkbox"/> Other(s), enter below:	

¹⁴Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 6b: Electronic, Computer, or Other Automated Systems (including the security of such systems) (Natural Hazards)

<p>Asset Category: <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i></p> <p>Examples of Assets in this Category: Encompasses all treatment and distribution process control systems, business enterprise information technology (IT) and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. Also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the security of these systems (e.g., cybersecurity, information security).</p>	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	

Asset Category: Electronic, Computer, or Other Automated Systems (including the security of such systems)

Examples of Assets in this Category: Encompasses all treatment and distribution process control systems, business enterprise information technology (IT) and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. Also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the security of these systems (e.g., cybersecurity, information security).

Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Electronic, Computer, or Other Automated Systems (including the security of such systems)</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Fire	
<input type="checkbox"/> Other(s), enter below:	

Table 7a: Monitoring Practices (Malevolent Acts)¹⁵

Asset Category: Monitoring Practices Examples of Assets in this Category: Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems. Examples are contamination warning systems for the source water or distribution system.	
Malevolent Acts Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a malevolent act in the left column as a significant risk to the <i>Monitoring Practices</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ¹⁶	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

¹⁵ Monitoring associated with physical security should be addressed under *Physical Barriers*; monitoring associated with process controls and cybersecurity should be addressed under *Electronic, Computer or Other Automated Systems*; monitoring associated with financial systems should be addressed under *Financial Infrastructure*.

¹⁶ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Monitoring Practices

Examples of Assets in this Category: Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems. Examples are contamination warning systems for the source water or distribution system.

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>Monitoring Practices</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ¹⁷	
<input type="checkbox"/> Other(s), enter below:	

¹⁷ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 7b: Monitoring Practices (Natural Hazards)¹⁸

Asset Category: Monitoring Practices Examples of Assets in this Category: Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems. Examples are contamination warning systems for the source water or distribution system.	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Monitoring Practices</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	

¹⁸ Monitoring associated with physical security should be addressed under *Physical Barriers*; monitoring associated with process controls and cybersecurity should be addressed under *Electronic, Computer or Other Automated Systems*; monitoring associated with financial systems should be addressed under *Financial Infrastructure*.

Asset Category: *Monitoring Practices*

Examples of Assets in this Category: Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems. Examples are contamination warning systems for the source water or distribution system.

Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Monitoring Practices</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Fire	
<input type="checkbox"/> Other(s), enter below:	

Table 8a: Financial Infrastructure (Malevolent Acts)

Asset Category: Financial Infrastructure Examples of Assets in this Category: Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services. This asset category is not intended to address the financial "health" of the water utility (e.g., credit rating, debt-to-equity ratios).	
Malevolent Acts Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a malevolent act in the left column as a significant risk to the <i>Financial Infrastructure</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ¹⁹	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

¹⁹ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: Financial Infrastructure

Examples of Assets in this Category: Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services. This asset category is not intended to address the financial “health” of the water utility (e.g., credit rating, debt-to-equity ratios).

Malevolent Acts	Brief Description of Impacts
<p>Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.</p>	<p>If you select a malevolent act in the left column as a significant risk to the <i>Financial Infrastructure</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.</p>
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ²⁰	
<input type="checkbox"/> Other(s), enter below:	

²⁰ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 8b: Financial Infrastructure (Natural Hazards)

Asset Category: Financial Infrastructure Examples of Assets in this Category: Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services. This asset category is not intended to address the financial “health” of the water utility (e.g., credit rating, debt-to-equity ratios).	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>Financial Infrastructure</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: Financial Infrastructure

Examples of Assets in this Category: Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services. This asset category is not intended to address the financial “health” of the water utility (e.g., credit rating, debt-to-equity ratios).

Natural Hazards Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	Brief Description of Impacts If you select a natural hazard in the left column as a significant risk to the <i>Financial Infrastructure</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 9a: The Use, Storage, or Handing of Chemicals (Malevolent Acts)

Asset Category: The Use, Storage, or Handing of Chemicals Examples of Assets in this Category: Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical like chlorine where applicable.	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>The Use, Storage, or Handing of Chemicals</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ²¹	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

²¹Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: The Use, Storage, or Handling of Chemicals

Examples of Assets in this Category: Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical like chlorine where applicable.

Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>The Use, Storage, or Handling of Chemicals</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ²²	
<input type="checkbox"/> Other(s), enter below:	

²²Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 9b: The Use, Storage, or Handling of Chemicals (Natural Hazards)

<p>Asset Category: The Use, Storage, or Handling of Chemicals</p> <p>Examples of Assets in this Category: Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical like chlorine where applicable.</p>	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>The Use, Storage, or Handling of Chemicals</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: The Use, Storage, or Handling of Chemicals

Examples of Assets in this Category: Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical like chlorine where applicable.

Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>The Use, Storage, or Handling of Chemicals</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 10a: The Operation and Maintenance of the System (Malevolent Acts)

Asset Category: The Operation and Maintenance of the System Examples of Assets in this Category: Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).	
Malevolent Acts	Brief Description of Impacts
Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a malevolent act in the left column as a significant risk to the <i>The Operation and Maintenance of the System</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Assault on Utility – Physical	
<input type="checkbox"/> Contamination of Finished Water – Intentional	
<input type="checkbox"/> Contamination of Finished Water – Accidental ²³	
<input type="checkbox"/> Theft or Diversion – Physical	
<input type="checkbox"/> Cyberattack on Business Enterprise Systems	

²³ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Asset Category: The Operation and Maintenance of the System

Examples of Assets in this Category: Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).

Malevolent Acts	Brief Description of Impacts
<p>Select the malevolent acts in the left column that pose a <u>significant risk</u> to this asset category at the CWS.</p>	<p>If you select a malevolent act in the left column as a significant risk to the <i>The Operation and Maintenance of the System</i> asset category, briefly describe in the right column how the malevolent act could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.</p>
<input type="checkbox"/> Cyberattack on Process Control Systems	
<input type="checkbox"/> Sabotage – Physical	
<input type="checkbox"/> Contamination of Source Water – Intentional	
<input type="checkbox"/> Contamination of Source Water – Accidental ²⁴	
<input type="checkbox"/> Other(s), enter below:	

²⁴ Accidental contamination is not a malevolent act. It is included here due to similar potential consequences and because whether a contamination incident is intentional or accidental may not be known during initial response.

Table 10b: The Operation and Maintenance of the System (Natural Hazards)

Asset Category: The Operation and Maintenance of the System Examples of Assets in this Category: Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).	
Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>The Operation and Maintenance of the System</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Hurricane	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Tornado	
<input type="checkbox"/> Ice storm	
<input type="checkbox"/> Fire	

Asset Category: The Operation and Maintenance of the System

Examples of Assets in this Category: Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).

Natural Hazards	Brief Description of Impacts
Select the natural hazards in the left column that pose a <u>significant risk</u> to this asset category at the CWS.	If you select a natural hazard in the left column as a significant risk to the <i>The Operation and Maintenance of the System</i> asset category, briefly describe in the right column how the natural hazard could impact this asset category at the CWS. Include effects on major assets, water service, and public health as applicable.
<input type="checkbox"/> Other(s), enter below:	

Table 11: Countermeasures (Optional)²⁵

Countermeasures (optional) List countermeasures in the left column the CWS could potentially implement to reduce risk from the malevolent acts and natural hazards that were selected.	Brief Description of Risk Reduction or Increased Resilience For each countermeasure, in the right column, describe how the countermeasure could reduce risk or increase resilience for CWS assets from malevolent acts or natural hazards that were selected in the analysis. A countermeasure may reduce risk across multiple malevolent acts, natural hazards and asset categories.
1.	
2.	
3.	
4.	
5.	

²⁵IMPORTANT NOTE: The assessment does not require a specific number of countermeasures. You may have fewer than five countermeasures or add more countermeasures and describe them in a separate document.

Change History

Please describe the changes made to this risk and resilience assessment since its original development, who made the changes, and on what date the changes were incorporated.

Name/Title:	Date:	Description of Change:

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



September 15, 2020

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO EXECUTE SOUTHERN CALIFORNIA EDISON SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE FIXTURE REPLACEMENT RATE AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to execute the Southern California Edison Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode Fixture Replacement Rate Agreement; and
2. Authorize the City Manager to sign the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City, in its efforts to become more environmentally sustainable, completed the LED Streetlight Replacement Initiative Project in FY17/18. The City took advantage of electrical cost savings and replaced all of the City-owned and maintained streetlights; which ultimately lead the City to becoming a more environmentally sustainable City.

City staff approached Southern California Edison (SCE) on the opportunity to participate in the Light Emitting Diode (LED) replacement program. SCE replaces SCE owned (LS-1) street lights through a program called LS-1 Option E. It's a relatively simple "tariffed" approach requiring no up-front money from the City and SCE manages the project from start to finish. There are a relatively small number of LS-1 lights under account to Huntington Park (just under 300). SCE replaces the existing High-Pressure Sodium Vapor (HPSV) lights with new latest generation LED integrated fixtures. SCE manages the project from start to finish and the City is not required to do anything other than process a no-fee encroachment permit. The tariff has an embedded recovery mechanism which collects back the initial cost of installation and the regulatory early recovery costs for the initial change out. The energy savings overwhelm that recovery mechanism so the customer sees a savings right from the start and the savings increase after 20 years.

**CONSIDERATION AND APPROVAL TO EXECUTE SOUTHERN CALIFORNIA
EDISON SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING
DIODE FIXTURE REPLACEMENT RATE AGREEMENT**

September 15, 2020

Page 2 of 2

LEGAL REQUIREMENT

On October 7, 2013, AB 719 was approved by Governor Brown and chaptered into law adding Section 384.5 to the PU Codes. Section 384.5 provides in pertinent part that electrical-corporation-owned street lighting poles, whose electricity use is paid by local governments, be converted to technology that reduces electricity consumption so that a city or county may achieve lower utility bills for the electricity used by these street lighting poles. The California Public Utilities Commission was directed to order electrical corporations to submit a tariff to be used, at the discretion of local governments, to fund energy efficiency improvements in street lighting poles owned by the electrical corporations to ensure reduced energy consumption for local governments who are street lighting customers covered by these tariffs.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact. Potential cost savings from electrical consumptions may be realized from the conversion of HPSV to LED streetlights. The 20-year term allows the City to remit the cost of the improvements over a time period commensurate with the average life expectancy of the LED fixtures while realizing a reduced kWh usage due to the fixture replacement. There will be no cost shifting by SCE to nonparticipating customers.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. AB719 LS-1 Option E Agreement

ATTACHMENT A



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)
Advice 3241-E
Decision 14-10-046

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
Fixture Replacement Rate Agreement

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; otherwise, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
Fixture Replacement Rate Agreement

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

(Name)

(Title)

(Address)

(City, State, Zip)

SCE:

Business Customer Division
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
Fixture Replacement Rate Agreement

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____
NAME: _____
TITLE: _____
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

SCE READY TO SERVE DATE _____

**DESCRIPTION OF LED FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.**

W.O. No(s): _____

