



BOARD OF UTILITIES COMMISSIONERS

1800 E. Wardlow Road, Long Beach, CA 90807
562.570.2300 | LBUtilities.org

November 7, 2024

Recommendation

Authorize the General Manager to execute Agreement 223438 with Metropolitan Water District of Southern California for the Future Supply Action Program regarding the Groundwater Augmentation, Groundwater Collection System and New Wells Site Study (EO-3529).

Executive Summary

The Metropolitan Water District of Southern California (MWD) is a public agency engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.

Through MWD's Future Supply Action Program, funding is provided to member agencies for technical studies that reduce barriers for future production of recycled water, stormwater, seawater desalination, and groundwater resources. MWD issued a Request for Proposal (RFP) to its member agencies for the Future Supply Action Program on December 1, 2023.

The Long Beach Public Utilities Department (LBUD) submitted a proposal and highlighted its current efforts evaluating sources of advanced treated recycled water for groundwater replenishment through the Groundwater Augmentation, Groundwater Collection, System and New Wells Site Study (Project). The total cost of the Project is \$1,859,745, of which the Water Replenishment District (WRD) has agreed to pay a share of Project costs, up to a maximum of \$435,103.

MWD convened a technical review panel and selected LBUD's proposal for an award up to a maximum of \$499,802.

Fiscal Impact

Total Project costs will be incurred in FY 24 through FY 26 and will be offset by a revenue reimbursement of \$499,802 from MWD, resulting in a Project net cost to LBUD of \$924,840. Total Project costs are included in the Water Fund FY 25 Budget and FY 26 financial projections.

Heather Rhee
Manager of Engineering

B. Anatole Falagán
General Manager

Attachment



AGREEMENT BETWEEN

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

LONG BEACH PUBLIC UTILITIES DEPARTMENT

AGREEMENT NUMBER

223438

**Groundwater Augmentation, Groundwater Collection System
and New Wells Site Study**

Table of Contents

Paragraph.....	Page
Explanatory Recitals.....	1
Terms of Agreement	2
1.Scope of Work.....	2
2.Time and Term	2
3.Termination	2
4.Agreement Administrator.....	3
5.Key Personnel	3
6.Independent Contractor	3
7.Consultants and Sub-consultants	3
8.Maximum Payment Amount.....	4
10.Insurance.....	6
11.Business Outreach Program	9
12.Successors and Assignment	10
13.Use of Materials.....	10
14.Intellectual Property	10
15.Nonuse of Intellectual Property of Third Parties.....	11
16.Legal Requirements	12
17.Guarantee and Warranty.....	12
18.Access to Metropolitan Premises	12
19.Indemnity.....	13
20.Audit.....	13
21.Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA	14

22.Prohibited Relationships with Sanctioned Countries and Persons	14
23.Conflict of Interest and Gift Restrictions	15
24.Use of Metropolitan’s Name	16
25.Force Majeure Events	16
26.Notices	17
27.Severability	17
28.Jurisdiction and Venue.....	17
29.Waiver	18
30.Entire Agreement.....	18
31.Joint Drafting	18
Signature Page	19
Exhibit A – Scope of Work.....	20
Exhibit B1 – Potential Conflicts of Interest (COI)	33
Exhibit D –Allowable Travel Expenses	37
Exhibit E – ACORD Form.....	38
Attachment 1 Sample Invoice	39

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

This Agreement is entered into between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency organized and existing under The Metropolitan Water District Act of the State of California, engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura within the State of California, hereinafter referred to as Metropolitan, and BOARD OF PUBLIC UTILITIES COMMISSIONERS OF THE CITY OF LONG BEACH, for and on its own behalf of the City of Long Beach, a public agency of the State of California, hereinafter referred to as Agency.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. Agency is a public agency of the State of California, empowered to provide water services to its service area.
3. In response to Requestion for Proposal (RFP) for the Future Supply Action Funding Program, dated December 1, 2023, Metropolitan, through its Future Supply Funding Program (FSA Funding Program), provides funding to member agencies for technical studies or pilot projects that reduce barriers to future production of recycled water, stormwater, seawater desalination, and groundwater resources.
4. Metropolitan convened a technical review panel that reviewed and scored proposals submitted by Metropolitan member agencies in accordance with the criteria and weight identified in the RFP. Agency was selected through this RFP process.
5. Metropolitan and Agency desire to enter into an agreement for Groundwater Augmentation, Groundwater Collection System and New Wells Site Study hereinafter referred to as Study, and Agency will perform the work according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

a. Metropolitan hereby engages Agency to provide Metropolitan the work described in detail in the Scope of Work attached hereto as **Exhibit A**.

2. Time and Term

a. Time is of the essence in the performance of work under this Agreement. The Term of this Agreement shall be for a period from the date of execution of this Agreement through **XXXX**, with two (2) optional one-year extensions to the Agreement term by Metropolitan written notice, subject to earlier termination pursuant to Article 3.

b. Metropolitan may exercise two (2) optional one-year extensions to the Agreement term by providing written notice to the Agency.

3. Termination

a. Metropolitan may terminate this Agreement with or without cause by providing written notice to Agency not less than thirty days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

b. Agency may terminate this Agreement with or without cause by providing written notice to Metropolitan no less than thirty days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

c. This Agreement may be terminated by Metropolitan upon written notice to the Agency if work on the Study has not started by **June 30, 2025**.

4. Agreement Administrator

a. In performing work under this Agreement, Agency shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates Seto Cherchian as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Agency.

b. The acceptability of all work performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established herein, Metropolitan's Agreement Administrator will establish the scope of work, timetable for completion of work, and any due dates for preliminary work or reports submitted to Metropolitan.

5. Key Personnel

For purposes of this Agreement, Agency shall make available the professional services of **Heather Rhee**, who shall administer all work under this Agreement and coordinate directly with Metropolitan for the Agency. Agency reserves the right to change this designation upon written notice to Metropolitan and the Agreement shall be amended to reflect the changes.

6. Independent Contractor

Agency agrees to furnish and complete the Scope of Work detailed in Exhibit A under this Agreement in the capacity of an independent contractor, and neither Agency nor any of its employees, consultants, and sub-consultants shall be considered to be an employee or agent of Metropolitan.

7. Consultants and Sub-consultants

a. Agency shall be responsible to Metropolitan for all work to be performed under this Agreement. All Agency's consultants and sub-consultants and their billing rates shall be approved by the Agency and shall be reflected in consultant and sub-consultant invoices submitted by Agency to Metropolitan. **Agency shall be liable and accountable for any and all payments or other compensation to all consultants and sub-consultants performing services**

under any Agency agreement that is necessary and applicable to the performance and completion of the work for this Agreement. Metropolitan shall not be liable for any payment or other compensation for any consultants or sub-consultants.

b. Agency's contracts with consultants and sub-consultants shall require consultants and sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, Indemnity, Equal Employment Opportunity and Affirmative Actions Prohibited Relationships with Sanctioned Countries and Persons, and Conflict of Interest and Gift Restrictions as set forth in this Agreement.

c. As applicable, Agency's use of consultants and sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

8. Maximum Payment Amount

a. Metropolitan's payment for the study is not to exceed \$499,802 or fifty (50) percent of the total cost expended per task as established in exhibit A, whichever is less. Agency shall be responsible for all costs in excess of Metropolitan's match payment.

b. Agency must include documentation in the invoice that it did reimburse responsible parties for the costs in the invoice period. The invoice should include a cover letter with a brief summary of the work completed under the costs invoiced and a discussion of any milestones reached or problems encountered during the period invoiced.

c. With the approval of the Agreement Administrator, Metropolitan shall pay Agency in accordance with the agreed upon invoice schedule, as set forth in Article 9.

d. In-kind services are not eligible for reimbursement and shall not be included in Agency invoices to Metropolitan, including as match funding. In-kind services include, but are not limited to, work performed by staff of Agency or staff of partnering agencies contributing funding to Study, and related expenses (e.g., travel, overhead, etc.).

e. Eligible costs include work starting no earlier than the effective date, which is in compliance with the requirements of this Agreement and as set forth in Exhibit A.

9. Billings and Payments

a. Agency shall submit quarterly invoices, as provided in Exhibit A, to Metropolitan's Accounts Payable Section, whose e-mail address is AccountsPayableBusiness@mwdh2o.com, and provide a copy to the Agreement Administrator at scherchian@mwdh2o.com. A change to Agency payment address must be submitted in writing to and verified by Metropolitan's Agreement Administrator. Without proper notification of an address change, Agency's invoice payment may be delayed.

b. The individual listed in the agreement as Agency's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Agency's invoices shall include the following information:

i. Agency is to provide all the relevant information required by Attachment 1 Sample Invoice, attached to this Agreement, when submitting invoices to Metropolitan.

ii. Agency, and Agency's consultant and sub-consultant charges shall be itemized by date of service or purchase, employee name, title/classification, corresponding labor rate or cost, number of hours worked, description of work performed, and/or items purchased, the total amount due for charges, and shall include the following affirmation:

"By signing this invoice, Agency/Consultant/Sub-Consultant certifies that work described herein is an accurate and correct record of services performed or item(s) purchased for Metropolitan under this Agreement and this work or item(s) has not been billed on any other client or Study partner invoices."

iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. The attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified. A sample Invoice form is attached hereto as Attachment 1.

iv. Agency shall attach a copy of each consultant and sub-consultant invoice for which reimbursement is sought. Consultant's and sub-consultant's invoices shall set forth the actual rates and expenses charged to the Agency.

c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Agency 45 days after receipt of the invoice. Metropolitan will reject incomplete and inaccurate Agency invoices and will return such invoices to Agency. In such cases of rejected invoices, Agency will submit a new, corrected invoice with a new invoice number and new date. Metropolitan will not approve payment to Agency until a full, complete, and accurate invoice has been submitted. Agency invoices submitted 90 days after date in subsection a of this Article, may be delayed or not paid.

10. Insurance

a. Agency shall procure and maintain for the duration of this Agreement insurance or a program of self-insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Agency, its departments, boards, officials, employees, and agents (which, for purposes of this Agreement, include its participating consultants and sub-consultants).

b. Agency shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as Exhibit E and incorporated by reference, or equivalent, which in the case of self-insurance consists of a letter outlining the risk financing program, during the term of this Agreement. Failure to provide the updated insurance ACORD form, or equivalent, annually may result in the withholding of Agency's invoice payment. Agency shall list the agreement number on the ACORD form, or equivalent, and e-mail it to Metropolitan's Agreement Administrator at scherchian@mwdh2o.com, and a copy to AgreementInsurance@mwdh2o.com (HARD COPIES OF ACORD CERTIFICATES ARE NOT ACCEPTABLE)c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).

ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Agency's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

d. Minimum Limits of Insurance

Agency shall maintain limits no less than:

i. General Liability: Including operations, products, and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the study or location, or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.

e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Metropolitan, its officers, officials, employees, agents, and volunteers; or the Agency shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. Verification of Coverage: Agency shall furnish Metropolitan with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to review complete, certified copies of all required insurance policies, including endorsements affecting coverage, and coverage binders required by these specifications at any time.

g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. Metropolitan, its officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Agency; or automobiles owned, leased, hired, or borrowed by the Agency.

ii. For any claims related to this study, the Agency's insurance coverage shall be the primary insurance with respect to Metropolitan, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees, or agents shall be excess of the Agency's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements

i. All rights of subrogation under the property insurance policy (if the policy is required) have been waived against Metropolitan.

ii. The workers' compensation insurer agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Agency) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

j. Other Insurance Requirements

i. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown and must be before the contract date or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, Agency shall provide evidence of insurance verifying that coverage is/was in effect during the said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Agency must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

11. Business Outreach Program

a. It is the policy and practice of Metropolitan to solicit participation by individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises,

in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan. In performing work under this Agreement, Agency shall endeavor to further this policy whenever practicable.

12. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Agency, including any participating entities, consultants, and sub-consultants, shall not assign or transfer its interest in this Agreement.

13. Use of Materials

a. Metropolitan will make available to Agency such materials from its files that Agency may require to perform the work under this Agreement. Such materials shall remain the property of Metropolitan while in Agency's possession. Upon termination of this Agreement and payment of outstanding invoices of Agency, or completion of work under this Agreement, Agency shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the work under this Agreement.

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

14. Intellectual Property

a. All intellectual property pursuant to this Agreement shall be owned by Agency and Agency hereby grants Metropolitan and its member public agencies a perpetual, royalty free, worldwide, nonexclusive license, at no cost, to use the intellectual property developed in the course of the work performed under this Agreement by Agency or any contractor and consultant working on Study. The license includes (a) the right to grant sublicenses, (b) the right to modify or improve (including by third parties) the intellectual property, including create derivative works, and (c) a license in all intellectual property

conceived or developed in the course of Agency's work under this Agreement. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Agency agrees that all results produced in the performance of this Agreement may be released to the public, to the extent permitted by the California Public Records Act and other applicable laws.

c. Metropolitan may utilize any material prepared or utilize work performed by Agency pursuant to this Agreement, including computer software, in any manner which Metropolitan deems proper without additional compensation to Agency. Agency shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to the paragraph unless Agency accepts such responsibility in writing.

d. Agency shall include the following language in its agreement(s) with any consultant, contractor or sub-contractor retained by Agency to work on the Study: "All intellectual property developed pursuant to this Agreement is owned by Agency. As used herein, the term 'intellectual property' includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software."

e. Agency shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Agency's work for Metropolitan under this Agreement.

15. Nonuse of Intellectual Property of Third Parties

Agency shall not use, disclose, or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Agency has a license. Agency shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Agency has wrongfully used the intellectual property of others in performing work for Metropolitan, or that

Metropolitan has wrongfully used intellectual property developed by Agency pursuant to this Agreement.

16. Legal Requirements

Agency shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Agency guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting the same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to Metropolitan Premises

a. At least two business days in advance of any work to be performed on Metropolitan premises, Agency shall provide to the Agreement Administrator the names of its personnel, contractors, or sub-consultant personnel requiring access to Metropolitan premises, intended work locations, and duration of work. The Agreement Administrator shall provide to the Security team manager or his designee written notification listing the names of the individuals requiring access, explaining the business need for these individuals to receive the requested access, and reflecting his/her approval. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Agency's request; however, Metropolitan's operations and other conflicts may require rescheduling all or part of Agency's work.

b. Upon Metropolitan's notice, Agency shall bar from Metropolitan's premises any Agency, consultant, or sub-consultant employee who, in the opinion of

Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

19. Indemnity

a. Agency assumes all risk of injury to its employees, agents, consultants, sub-contractors, and contractors, including loss or damage to property, in the performance of this Agreement, except for those losses due to Metropolitan's negligence, recklessness, or willful misconduct.

b. Agency shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action, of any character, for injury to any person or damage to any property to the proportionate extent arising out of, pertaining to, or related to Agency's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Agency, its participating entities, consultants, and/or sub-consultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

20. Audit

a. Agency shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Agency's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Agency shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

21. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor.

Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and sub-contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Agency agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

22. Prohibited Relationships with Sanctioned Countries and Persons

Agency represents and warrants that both 1) Agency, and 2) to Agency's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign

Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Agency is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

23. Conflict of Interest and Gift Restrictions

a. Agency represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which could (1) present a conflict of interest with the rendering of work under this Agreement, (2) prevent Agency from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Agency agrees not to accept any employment during the term of this Agreement from any other person, firm, or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. Agency shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest or potential conflict of interest.

c. Agency is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Agency agrees not

to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

d. Agency is hereby notified that California Government Code Section 1090 et seq. and Metropolitan's Administrative Code prohibit Metropolitan contracts in which a Metropolitan Board member is "financially interested," absent an exception under Section 1091 or 1091.5. Agency is further notified that a contract executed in violation of this section may be voided by operation of law.

24. Use of Metropolitan's Name

Agency shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Agency, in which Metropolitan's name is used or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

25. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

26. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows with an e-mail copy:

Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Seto Cherchian
scherchian@mwdh2o.com

Long Beach Utilities Department
1800 E. Wardlow Road
Long Beach, CA, 90807
Attention: Heather Rhee
Heather.Rhee@lbutilities.com

Either Party may change the address to which notice or communication is to be sent by providing advance written notice to the other Party and a copy to AgreementAddressChange@mwdh2o.com.

27. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and, for all purposes, shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

29. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Entire Agreement

a. This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. This Agreement may not be modified or altered except by a written amendment signed by both Parties.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

31. Joint Drafting

Both parties have participated in the drafting of this Agreement.

32. Corporate Authority

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signatures on next page]

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

BOARD OF PUBLIC UTILITIES
COMMISSIONERS OF THE CITY OF
LONG BEACH
B. Anatole Falagan
General Manager

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

General Manager

By _____

By _____

Print name _____

Name of Group Manager _____

Title _____

Title of Group Manager _____

Date _____

Date _____

APPROVED AS TO FORM
Dawn McIntosh
City Attorney

APPROVED AS TO FORM:
Marcia L. Scully
General Counsel

By _____

By _____

Marsha Yasuda _____

Deputy City Attorney _____

Deputy General Counsel _____

Date _____

Date _____

Analyst Initials: agr# // date
Attachments

Exhibit A – Scope of Work

Scope of Work, Costs, and Schedule

For

Groundwater Augmentation, Groundwater Collection System and New Wells Site Study

1.0 Study Objective

An existing groundwater model, prepared by the United States Geological Survey (USGS), will be updated and calibrated to serve as the backbone of the Project. Potential areas for groundwater recharge through means of direct injection will be evaluated within Central Basin. Once potential recharge areas are identified, Long Beach Utilities Department (LBUD or Agency) will update and calibrate its groundwater collection system hydraulic model to recommend system improvements in support of future groundwater augmentation infrastructure. Once both groundwater and hydraulic models are updated and system improvements are recommended, potential injection and extraction well sites will be evaluated for feasibility with the intent that the most suitable sites will advance into design. The results of the Project will be summarized in a Final Report and establish a framework for LBUD's future Groundwater Augmentation Program.

2.0 Background Information

The Groundwater Augmentation, Groundwater Collection System and New Wells Site Study (Project) builds on previous efforts to develop a framework for implementing future groundwater augmentation efforts and to maximize local water resource supplies. The existing Los Angeles Coastal Plan Groundwater Model (LACPGM), prepared by the USGS, will be updated and calibrated which will serve as the backbone for the rest of the Project tasks. An additional component of the groundwater augmentation study is the updated hydraulic model development, condition assessment, and improvement programs development for the existing groundwater collection system. Understanding the current condition of the collection pipelines will establish available capacity and recommend improvements to strengthen the system. With

the updated USGS groundwater model and collection system hydraulic model, well sites will be evaluated for both injection and extraction. The Optimization Study identified preliminary well site locations in both the Central and West Coast Basins; these locations will create the starting point to site approximately fifteen (15) extraction wells for the Central Basin, ten (10) extraction wells for the West Coast Basin, and injection wells providing up to 4,000 acre-feet per year (AFY) of well capacity in the Central basin and up to 10,000 AFY of well capacity in the West Coast basin.

The result of the updated groundwater model, hydraulic model, well siting and collection system condition assessment shall be summarized with the creation of the Groundwater Augmentation Program and final project report. The Groundwater Augmentation Program will generate a suite of potential construction projects beneficial to the successful execution of the program and will address Los Angeles Regional Water Quality Control Board's (RWQCB) Division of Drinking Water (DDW) Title 22 regulatory requirements for indirect potable reuse (IPR) for the injection and recovery of advanced treated water (ATW).

The Groundwater Augmentation Program will use ATW from MWD's Pure Water Southern California (PWSC) program which proposes to use secondary effluent sourced from Los Angeles County's Joint Water Pollution Control Plant (JWPCP) and treating the effluent suitable for IPR. The PWSC ATW will provide sustainable water supply, replenish the Central and West Coast groundwater basins, and enhance water quality by reusing the largest untapped source of water in the region.

In the Central Basin, imported water, stormwater, and recycled water are all currently spread, and there is the potential for competing interests in the spreading operations. During wet periods and some winter months the existing spreading basins may be limited to other sources of recharge. If stormwater capture is a priority, during rainfall events, all other supplemental recharge operations that are not stormwater may be suspended. Updating the existing groundwater model to identify where decentralized injection of purified water would best recharge the basin would help diversify groundwater basin recharge sources instead of solely relying on spreading basins that may not be available for other sources of water year-round. The addition of the purified water injected locally would augment extraction allocations and

provide local water sources that are available within a matter of months for extraction as opposed to decades for water recharged traditionally through the spreading basins.

The Project would further reduce LBUD's dependency on imported MWD water supplies by integrating a new source of potable water with the existing local water supply portfolio. The proposed actions will update the existing groundwater model, reveal where best to site injection wells for groundwater recharge within the Central and West Coast Basins, update LBUD's existing model and perform a condition assessment for the collection system, and develop a groundwater augmentation program on how to best implement the findings of the proposed actions.

3.0 Study Description

Central Basin Groundwater Model Update

Capturing and suitably modeling representative aquifer properties and heterogeneity are important to understanding how the groundwater system will change in response to new injection and production wells. The existing model will be determined if it is adequate to conduct tracer and water quality analysis and use the model to project the fate of injected water and mixing ratios between the proposed injected water and existing groundwater at various extraction wells. With the updated model, particle tracking, and travel time analysis may be performed to measure the percentage of injected water recovered and show that preferred well sites meet minimum regulatory retention time of injected water to municipal extraction wells. The updated and calibrated hydraulic model will be further used to support the siting of new injection and production wells based on suitability for groundwater recharge through direct injection and recovery of the recharged water, assess injection and extraction well capacities and predicted changes in groundwater levels, flow conditions, and groundwater quality. Modeling will make use of the existing LACPGM-6 that was recently updated by the USGS. Preliminary validation assessments will be performed to assess model characteristics and input parameterization relative to local hydrogeologic condition.

Hydraulic Model Development of LBUD's Groundwater Well Collection System

A fully functioning, calibrated hydraulic model of the groundwater collection system is essential for analyzing existing system capacity and planning for future expansion. The hydraulic model

needs to be based on current system configuration and operating conditions. The updated model will be calibrated by collecting field pressure measurements via installed pressure data loggers on the production wells and SCADA flow data for a two-week time period. The calibrated hydraulic model will be analyzed to identify deficiencies in the existing system and prepare a condition assessment plan. A future system analysis will provide a model with future pipelines and additional wells recommended. Recommendations from LBUD's Optimization Study will also be included in the future system analysis.

Well Siting Study for Central and West Coast Basins

A 2019 MWD Regional Water Program Conceptual Planning Studies identified 10,000 AFY of potential injection in the West Coast Basin and 4,000 AFY into the Central Basin. LBUD intends to use ATW from MWD PWSC for subsurface groundwater basin augmentation via a series of injection wells and, in turn, to extract this water through separate production wells. LBUD has exhausted most of the potential extraction well sites identified in the 2018 study. This study will help LBUD evaluate the injection capacities and identify the best injection locations and reevaluate extraction alternatives. It is expected that this study will identify an additional 15 new extraction well sites in the Central Basin and 10 extraction well sites in the West Coast Basin. New production wells sited with less than six months of travel time from proposed injection wells will need to meet Title 22 compliance for IPR. It is assumed that wells within a 1-year travel envelope of the points of injection may be impacted and may need to be evaluated or relocated to meet compliance requirements.

Groundwater Collection System Assessment and Improvement Program

Utilizing the data obtained from the new groundwater collection system hydraulic model, a desktop analysis will be performed to identify constraints and potential improvements needed on the existing collection system. A condition assessment plan will also be prepared to lay out how the condition assessment will be performed for each identified location. Conditions to be considered are age, material, size, allowable pressure, soil conditions, likelihood of failure and consequence of failure of pipelines. Once a condition assessment plan is prepared, LBUD will secure contracts with a contractor and/or vendor to execute the scopes of work from the

condition assessment plan. The consultant will incorporate the results into a prioritized and phase Capital Improvement Program.

Groundwater Augmentation Program Development

The LBUD Augmentation Program is in partnership with WRD and has a planned allocation of PWSC ATW supplies. The program will assess and perform an alternatives analysis to explore impacts if MWD's Pure Water project is canceled, changes in scope, encounters delays, etc. Additional water sourced from LVL Advanced Water Treatment Facility (LVL AWTF) may also be used for groundwater recharge if flows in excess of what is required for the saltwater intrusion barrier are produced. This source may be a potential alternative or in addition to PWSC ATW supplies.

Permitting will be an important component for the implementation of a groundwater augmentation program. Regulations for Groundwater Replenishment Reuse Projects became effective in 2014, and rules for subsurface application are included in Article 5.2 of the Water Recycling Criteria, Title 22, Division 4, Chapter 3 of the California Code of Regulations. Regulatory requirements for Indirect Potable Reuse (IPR) will be a major consideration during the siting of injection wells, particularly the requirement for retention time of the injected ATW in the host aquifer. The Augmentation Report will summarize the regulatory considerations and constraints that were applied in the analyses.

Participating Entities and Supporting Entities

The project is in partnership with the Water Replenishment District (WRD), who is engaged in cost sharing on tasks 2, 4, 8, 11 & 12 as described below. Additionally, WRD will help provide technical support as a stakeholder in the project

On 3/21/2024 Long Beach Utilities awarded a contract to HDR Engineering, Inc. to provide professional services for the study. HDR Engineering, Inc. has retained the professional services of GSI Environmental, KYLE Groundwater, DRP Engineering, Inc. and DDB Engineering, Inc. as sub-consultants.

LBUD is contractually obligated to WRD, and HDR, only for this project study.

4.0 Description of Tasks

Task 1. General Administration, Meetings and Presentations

Agency will oversee management of the Project with the support of HDR Engineering, Inc., hereinafter referred to as Agency's Consultant, to complete this Task. This Task will include the following:

- Completing quarterly project status reports to Metropolitan
- Compiling and submitting invoices and required backup
- Managing Agency's Consultant and construction contracts
- Monitoring overall project budget and schedule
- Identifying and addressing issues during all aspects of the project

Deliverables for this task include progress reports and invoices, workshop PowerPoint presentations, meeting agendas and meeting minutes.

Task 2. Central Basin Groundwater Model Update

The existing LACPGM-6 groundwater model will be updated and calibrated by the Agency. The process of updating the model includes a systematic data review to gather additional information about regional and local basin conditions and to assess whether and where the conditions are conducive for a successful groundwater augmentation program. The updated model will be reviewed and calibrated against existing data to confirm the updated model accurately represents hydrogeologic conditions.

Deliverables for this task include monthly progress reports summarizing the work performed. A draft Technical Memo (TM) for Central Basin groundwater model development, and an updated and calibrated Central Basin groundwater model.

Task 3. New Hydraulic Model Development of LBUD's Groundwater Well Collection System

The existing groundwater well collection system model will be updated by collecting field pressure measurements and SCADA flow data for a two-week time period. Pressure data loggers will be installed on LBUD's production wells to collect system pressure data that aligns with recorded flow data. Additional key attributes will be provided by LBUD directly such as pipe size, material, lengths, elevations, dates of installation and pipe roughness. Once updated, the model will be calibrated using boundary conditions within the model and with SCADA flow

data. Once calibrated a hydraulic analysis of the system under existing and future system conditions will be performed.

Deliverables for this task include a Draft and Final TM for LBUD Groundwater Collection Model, and a new calibrated groundwater collection model.

Task 4. Well Siting Study for Central and West Coast Basins

Agency will conduct an injection/ extraction well siting study for the Central Basin and an extraction well siting study in the West Coast Basin. A multiple-criteria optimization approach will be used in the study to support decision making. The approach simultaneously considers all decision criteria including LBUD's concerns as well as other engineering, hydrogeologic, and environmental factors. The optimization framework will be formulated collaboratively with LBUD.

Deliverables for this task include monthly progress reports summarizing the work performed, 30%, 60% and 90% and a Final Well Siting Study TM, and all model files used for injection and extraction simulation.

Task 5. Groundwater Well Collection System Condition Assessment and Improvement Programs Development

Utilizing the data obtained in previous tasks, the Agency will perform a desktop analysis to identify constraints and potential improvements needed on the existing collection system. Based on locations identified in the desktop analysis, the Agency will begin an incremental phased approach. The first phase is an aboveground assessment. Data will be collected without any excavation or operational interference. The first phase assessment techniques include a pipeline walkover and a soil corrosivity survey. The second phase will be a screening level assessment and test pitting, which involves excavation and evaluation at specific locations to gather pipe wall screening data and to identify the presence of leaks. Phase three will be an inline high-resolution assessment to determine location and size of pipe defects. The data collected during the assessment will then be used to prepare actionable Capital Improvement Projects (CIPs) by statistical analysis, determining remaining useful life, structural analysis, material science, corrosion protection and rehabilitation.

Deliverables under this task include a CIP priority list for the existing groundwater well collection system.

Task 6. Groundwater Augmentation Program Development and Report Preparation

Agency will develop a framework for LBUD's Groundwater Augmentation Program and prepare a Final Report. The Report will compile the results of Task 2 and supporting Tasks as part of this Final Report. The groundwater model update, well siting study, and scenario modeling to determine the optimal injection and extraction well sites will form the foundation of LBUD's augmentation program. The Final Report will include resource needs assessment and alternative analysis, permitting/regulatory requirements, considerations, and constraints, impacts to LBUD groundwater well collection and distribution systems, impacts to water quality and treatment processes at the LBUD Groundwater Treatment Plant, groundwater quality, project implementation plans, and risk management analysis, regulatory, Watermaster, and storage panel outreach.

Deliverables under this task include a 30%, 60%, and 90% Draft Report which shall be submitted along with a Final Augmentation Report and 2 workshops presenting the reports.

Task 7. Final Project Report

Each of the project tasks culminates in a technical memorandum or report documenting the findings and recommendations of the assessment. Upon completion of all TM chapters or draft report components, they will be compiled into a well-documented Draft and Final report.

Deliverables under this task will include a Draft and Final Project Report, along with symposium presentation materials. The Agency will also provide a slide deck suitable for a final symposium at Metropolitan Headquarters.

Task 8. West Coast Basin Injection Well Siting

Agency may plan to site injection wells within the West Coast Basin to supplement current water rights and pumping allocations within the West Coast Basin. All requirements outlined under Task 4 – Well Siting Study for Central and West Coast Basins are applicable to this task. All findings and reports performed under this task shall be incorporated into the deliverables of Task 6 and Task 7.

Deliverables for this task include findings and reports that shall be incorporated in the deliverables of Task 6 and Task 7.

Task 11. Uncertainty Evaluation

The well siting study for extraction and injection wells in the West Coast and Central Basins will use deterministic models to evaluate hydrogeologic conditions due to addition of injection / extraction wells. A sensitivity analysis will be conducted as per ASTM Guidelines to categorize sensitive parameters to determine which parameters may be critical to reduce uncertainty in the results as discussed in Task 4. This task includes an analysis whereby an ensemble of models will be generated where all the models of the ensemble are calibrated to the available data. The created ensemble of calibrated models will use the whole ensemble to evaluate the top three alternatives to determine the probability of failure to any of the constraints, by each of the scenarios.

This task will be performed in conjunction with the Well Siting Study

All deliverables with this task are included under task 4 and 8.

Task 12. Transfer Function Noise Analysis

Transfer Function Noise (TFN) is an approach that can decompose a monitoring well hydrograph signal into its component stressors. Since the signal resulting from each pumping well is known, a further use of a deconvolution approach to determine the step response function (drawdown curves) at all monitoring wells, resulting from turning on each pumping well at a uniform rate. This information would otherwise be obtained from a multi-well aquifer pumping test. Once the signals at monitoring wells are thus decomposed into their drawdown curves, they may be used for focused calibration, instead of the complicated hydrograph signal that combines several stresses turning on and off at different times. Specifically, the observations at monitoring wells will be the drawdown curves at all monitoring wells for when a pumping well begins pumping at a constant rate. Each model stress period will be for a different pumping well turning on, with the associated monitoring wells drawdown curves being the observations to be matched, and the model will be calibrated to these observations instead of the actual observed hydrographs, which may then be used in a verification step. This task will be performed in conjunction with the Central Basin groundwater model update.

All deliverables with this task are included under task 2

5.0 Deliverables

Task/Subtask	Deliverables	Submittal Due Date
Task 1: General Administration	<ul style="list-style-type: none"> Progress reports Invoices Workshop PowerPoint presentations Meeting agenda Meeting minutes 	Monthly May 2024 – May 2026
Task 2: Central Basin Groundwater Model Update	<ul style="list-style-type: none"> Monthly progress reports Draft TM for Central Basin groundwater model development Updated and calibrated Central Basin groundwater model 	July 2025
Task 3: New Hydraulic Model Development for LBUD's Groundwater Well Collection System	<ul style="list-style-type: none"> Draft and Final TM for LBUD Groundwater Collection Model New calibrated groundwater collection model 	August 2025
Task 4: Well Siting Study for Central and West Coast Basins	<ul style="list-style-type: none"> Monthly progress reports summarizing work performed 30%, 60%, 90% and Final Well Siting Study TM All model files used for injection and extraction simulation 	October 2025
Task 5: Groundwater Well Collection System Condition Assessment and Improvement Programs Development	<ul style="list-style-type: none"> CIP priority list for the existing groundwater well collection system 	July 2025
Task 6: Groundwater Augmentation Program Development and Report Preparation	<ul style="list-style-type: none"> 30%, 60%, and 90% Draft report Final Augmentation Report Two workshops presenting the reports 	January 2026
Task 7: Final Project Report	<ul style="list-style-type: none"> Draft project report Final project report Symposium presentation materials 	May 2026
Task 8: West Coast Basin Injection Well Siting	<ul style="list-style-type: none"> Findings and reports performed under this task shall be incorporated into the deliverables for task 6 and 7 	October 2025

Task 11: Uncertainty Evaluation	<ul style="list-style-type: none"> Deliverables under this task shall be incorporated under tasks 4 and 8. 	October 2025
Task 12: Transfer Function Noise Analysis	<ul style="list-style-type: none"> Deliverables under this task shall be incorporated under task 2. 	July 2025

6.0 Cost

Task No.	Task Description	Total Study Cost	Maximum Cost to Metropolitan
1	General Administration	\$159,347	\$ 0.00
2	Central Basin Groundwater Model Update	\$344,516	\$86,129
3	New Hydraulic Model Development for LBUD's Groundwater Well Collection System	\$164,174	\$82,011
4	Well Siting Study for Central and West Coast Basins	\$283,501	\$70,875
5	Groundwater Well Collection System Condition Assessment and Improvement Programs Development	\$156,992	\$46,248
6	Groundwater Augmentation Program Development and Report Preparation	\$250,433	\$125,216
7	Final Project Report	\$115,103	\$28,776
8	West Coast Basin Injection Well Siting	\$115,289	\$28,822
11	Uncertainty Evaluation	\$77,800	\$19,450
12	Transfer Function Noise Analysis	\$49,100	\$12,275
Totals		\$1,859,745	\$499,802

7.0 Schedule

The following illustrates the expected quarterly progress schedule per task.

		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
		2024				2025				2026			
Task	Task/Milestone	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	General Administration												
2	Central Basin Groundwater Model Update												
3	New Hydraulic Model Development for LBUD's Groundwater Well Collection System												
4	Well Siting Study for Central and West Coast Basins												
5	Groundwater Well Collection System Condition Assessment and Improvement Programs Development												
6	Groundwater Augmentation Program Development												

	ent and Report Preparatio n												
7	Final Project Report												
8	West Coast Basin Injection Well Siting												
11	Uncertain ty Evaluation												
12	Transfer Function Noise Analysis												


8.0 Reporting Schedule:

Agency shall prepare and submit to Metropolitan, Semi Annual Progress Reports pursuant to the schedule below. Failure of the Agency to Semi Annual Progress Reports within the timeframe established herein will be a breach of this Agreement.

Reporting Schedule (If it is 3 or more months before the end of the year we would add an earlier semi-annual report)

- Semi-Annual Progress Report 2024 No. 1 (January 2025 – June 2025).....August 15, 2025
- Semi-Annual Progress Report 2024 No. 2 (July 2025 – December 2025)....Feb. 15, 2026
- Semi-Annual Progress Report 2025 No. 1 (January 2026 – June 2026)...August 15, 2026
- Draft Final Report..... 2027
- Final Report..... 2027

Exhibit B1 – Potential Conflicts of Interest (COI)
(For additional Sub-consultants not included in Exhibit A)

		
Agreement No.:		
Sub-Consultant/Contractor:		
All sub-consultants/contractors must complete a disclosure form.		

BACKGROUND AND PURPOSE

State law and Metropolitan’s internal ethics rules prohibit Metropolitan directors, officers, and employees (“Metropolitan officials”) from making, participating in making, or attempting to influence any Metropolitan decision in which they have a triggering personal financial interest. A Metropolitan official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative as defined below. In some cases, a financial conflict of interest can render a contract void and require restitution of all payments, even for work already performed. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the Metropolitan official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require a Metropolitan director to publicly disclose the conflict and take no part in the decision-making process.

The following questions are designed to assist Metropolitan and its officials, as well as the agency, consultant, vendor, contractor, or any sub-consultants or contractors, to recognize and avoid financial conflicts of interest. The details (such as dollar amounts) are based upon criteria within Metropolitan’s internal ethics rules or state law. Metropolitan’s Ethics Office will review and make a determination regarding whether any actual or potential disqualifying conflicts exist, and to review options for avoiding a conflict. Metropolitan may seek additional information from you to evaluate potential conflicts prior to any final decision.

All respondents (agency, consultants, vendors, contractors or any sub-consultants or contractors) must respond to each of the following questions. For any “yes” response, please provide a thorough explanation. (You may attach additional sheets.) Failure to fully disclose information or potential conflicts, may result in disqualification or rejection of the subject proposal, agreement, or contract.

If you have any questions or concerns about the requirements or how to respond to these questions, please contact Metropolitan’s Agreement Administrator.

QUESTIONS

1. Have you been employed by Metropolitan within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

2. Have you or your firm employed or contracted for the services of or otherwise made payments to any individual(s) who served as a Metropolitan director, officer, or employee within the past 36 months?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

3. Do any current Metropolitan directors, officers, employees, or consultants, or their immediate relatives, have any of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, "Immediate relative" means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

(Check all that apply)

Owner	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Member	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Partner	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Officer	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Employee	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Consultant	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Contractor	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Broker	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Investor of \$2000 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Landlord or Tenant	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Other financial arrangement	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

4. Within the past 12 months, have you or your firm provided anything listed below to any Metropolitan official, employee, director, consultant or his/her immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) totaling \$50 or more in value	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Income (i.e., as an employee, consultant, supplier, service provider, etc.) totaling \$500 or more in value	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan or loans of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan repayments of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If “Yes” to any of the above, did this individual advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

5. Within the past 12 months, have you or your firm offered or discussed potential employment or any other business opportunities with any Metropolitan director, official, employee or their immediate relative?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

If “Yes”, did the individual(s) advise you on or participate in formulating your submittal?

[Yes] ☐ [No] ☐

IF YES, PROVIDE DETAILS BELOW:

6. Within the past 12 months, have you or any of your officers, employees, or agents:

Made a political contribution of \$250 or more to the campaign or committee of any member of Metropolitan’s Board of Directors who is an elected official or candidate for elective office?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Received any solicitation for a political campaign contribution of \$250 or more from any member of Metropolitan’s Board of Directors or its General Manager?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW

Name (type or print)

Company

Title

Date

X

**To insert your digital signature, right click the “X” above > click “si*

Exhibit D –Allowable Travel Expenses

All travel expenses shall be paid by Agency unless expressly authorized by this Agreement **in writing and in advance** by the Agreement Administrator.

Billing and Supporting Documents: Agency shall submit all supporting documents (receipts) for each expense listed below. The attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

Air Travel

Air Travel shall be made by a commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by Agency, and not charged to the agreement.

If Agency combines personal travel with Metropolitan travel (business), personal travel or family member expenses cannot be charged to Metropolitan.

Car Rental

Car rental shall be the most economical vehicle to fulfill Agency needs.

Metropolitan will not pay for collision or personal liability insurance.

Rental cars must be authorized in advance through a Task Order. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by Metropolitan's Agreement Administrator in writing. If an automobile is rented on a monthly basis by Agency, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement. Any other cost to be billed must be documented as to why it is required, and receipts must be submitted.

Taxis

Where it becomes necessary to use a taxi for approved Metropolitan business, the cost of the fare and reasonable gratuity will be reimbursed including Uber, Lyft, and similar transportation.

Lodging

Agency shall book reservations at hotels that are conveniently located and that have moderate rates.

Meals

Meal allowance shall not exceed the current Federal General Service Administration ([GSA](#)) allowable meal rates listed for Breakfast, Lunch, and Dinner for the work location. Meal allowance may include non-alcoholic beverages and tips.

Personal and Company-Owned Automobile Reimbursement

Automobile reimbursement is allowable only from Consultant's local office to the study site location or meeting destination as determined by the Agreement Administrator and will be paid at the current IRS allowable rate.

Non-reimbursable Expenses

- Entertainment (i.e., "in-room" movies, alcoholic beverages, in-room snack bar, in-room refrigerator items, health clubs, and theater tickets).
- All expenses for non-business purposes.
- Personal life or travel insurance.

Exhibit E – ACORD Form

(Provided by Agency- See Attached)

Attachment 1 Sample Invoice

BILL TO		INVOICE	
Metropolitan Water District of Southern California Accounts Payable Section P.O. Box 54153 Los Angeles, CA 90054-0153 AccountsPayableBusiness@mwdh2o.com			
AGENCY NAME	INVOICE DATE	INVOICE NUMBER	INVOICE PERIOD
ADDRESS		STUDY NAME	
CONTACT		CONTACT PHONE	AGREEMENT NUMBER
MAXIMUM AWARD AMOUNT	AMOUNT PREVIOUSLY INVOICED	AWARD AMOUNT REMAINING	
\$XX,XXX.XX			
ITEMIZED EXPENSES			
TASK	DETAILED DESCRIPTION (e.g., consultant costs and hours, materials and supplies, lab costs, etc.)		COST
TOTAL COSTS			
TOTAL ELIGIBLE COSTS (UP TO 50% OF TOTAL COSTS)			
TOTAL ELIGIBLE REQUEST			
BY SIGNING THIS INVOICE, AGENCY CERTIFIES THAT WORK DESCRIBED HEREIN IS AN ACCURATE AND CORRECT RECORD OF SERVICES PERFORMED FOR METROPOLITAN UNDER THIS AGREEMENT AND THIS WORK HAS NOT BEEN BILLED ON ANY OTHER CLIENT OR STUDY PARTNER INVOICES.			
STUDY MANAGER			