

**TRES HERMANOS CONSERVATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING**

**JUNE 19, 2019 AGENDA
6:00 p.m.**

**CITY OF INDUSTRY
COUNCIL CHAMBER
15651 E. STAFFORD STREET
CITY OF INDUSTRY, CALIFORNIA**

**Cory Moss, Chair
Carol Herrera, Vice-Chair
Catherine Marcucci, Board Member
Ray Marquez, Board Member
Peter Rogers, Board Member
Newell Ruggles, Board Member
Steve Tye, Board Member**

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

- 2. PUBLIC COMMENTS:** At this time, members of the public may address the Authority regarding any items within the subject matter jurisdiction of the Authority provided NO action or discussion may be taken on any item not appearing on the agenda, except the Authority may BRIEFLY respond to statements made or questions posed. Comments are limited to five minutes per speaker.

3. CONSENT CALENDAR:

- 3.1 Consideration of the Minutes of the May 15, 2019 regular meeting

Recommended Action: Approve as submitted.

Copies of staff reports or other written documentation relating to agenda items are on file in the Office of the City Clerk at Industry City Hall, and are available for public inspection. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the Authority Secretary at (626) 333-2211 during regular business hours.

In an effort to comply with the requirements of Title II of the Americans with Disabilities Act of 1990, the Tres Hermanos Conservation Authority requires that any person in need of any type of special equipment, assistance or accommodation(s) in order to communicate at a public meeting, must inform the Authority Secretary a minimum of 72 hours prior to the scheduled meeting.

- 3.2 Consideration to approve the Treasurer's Report for the month of April 2019

RECOMMENDED ACTION: Approve the Treasurer's Report.

- 3.3 Consideration to approve the check register for the month of May 2019

RECOMMENDED ACTION: Approve the check register.

4. OLD BUSINESS:

There is none.

5. NEW BUSINESS:

- 5.1 Official Bond for Fiscal Year 2019-20

RECOMMENDED ACTION: Authority to approve the Government Crime Insurance Proposal from Alliant as the official bond for Fiscal Year 2019-20 and authorize the Treasurer to execute the Request to Bind Coverage and pay the annual premium of \$1,500.00.

- 5.2 Consideration of a Consultant Services Agreement with Mead & Hunt, Inc. for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000, in the amount of \$18,000.00

RECOMMENDED ACTION: Approve the Agreement.

6. AUTHORITY DIRECTOR COMMENTS:

- 7. ADJOURNMENT:** The next regular Tres Hermanos Conservation Authority Meeting will be Wednesday, July 17, 2019 at 6:00 p.m.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.1

TRES HERMANOS CONSERVATION AUTHORITY
REGULAR BOARD OF DIRECTORS MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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1. CALL TO ORDER

The Regular Meeting of the Tres Hermanos Conservation Authority, Board of Directors, was called to order by Chair Cory Moss at 6:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chair Cory Moss.

ROLL CALL

PRESENT: Cory Moss, Chair
Carol Herrera, Vice Chair
Catherine Marcucci, Board Member
Peter Rogers, Board Member
Newell Ruggles, Board Member
Steve Tye, Board Member

ABSENT: Ray Marquez, Board Member

STAFF PRESENT: Troy Helling, Executive Director; David DeBerry, General Counsel; Dan Fox, Deputy Executive Director; and Julie Robles, Authority Secretary.

Chair Moss made a motion to excuse Board Member Marquez from this meeting. Motion was second by Vice Chair Herrera. Motion carried 6-0.

2. PUBLIC COMMENTS

There were none.

3. CONSENT CALENDAR

3.1 CONSIDERATION OF THE MINUTES OF THE MARCH 20, 2019 REGULAR MEETING AND THE MARCH 27, 2019 SPECIAL MEETING

APPROVED AS SUBMITTED.

TRES HERMANOS CONSERVATION AUTHORITY
REGULAR BOARD OF DIRECTORS MEETING MINUTES
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3.2 CONSIDERATION TO APPROVE THE TREASURER'S REPORT FOR THE MONTH OF MARCH 2019

APPROVED THE TREASURER'S REPORT.

3.3 CONSIDERATION TO APPROVE THE CHECK REGISTER FOR THE MONTHS OF MARCH AND APRIL 2019

Chair Moss requested the Payee be listed on future Check Registers. She would like to see whose getting paid. Executive Director Troy Helling stated he would mention it to Authority Treasurer Christina Buhagia.

APPROVED THE CHECK REGISTER.

MOTION BY VICE CHAIR HERRERA, AND SECOND BY BOARD MEMBER MARCUCCI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 6-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	MARCUCCI, ROGERS, RUGGLES TYE, V/C HERRERA, C/MOSS
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	MARQUEZ
ABSTAIN	BOARD MEMBERS:	NONE

4. OLD BUSINESS

There was none.

5. NEW BUSINESS

5.1 CONSIDERATION TO ADOPT THE STATEMET OF INVESTMENT POLICY

CONSIDERATION OF RESOLUTION NO. THCA 2019-05 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR THE 2019-20 FISCAL YEAR

TRES HERMANOS CONSERVATION AUTHORITY
REGULAR BOARD OF DIRECTORS MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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MOTION BY BOARD MEMBER ROGERS, AND SECOND BY BOARD MEMBER MARCUCCI TO ADOPT RESOLUTION NO. THCA 2019-05. MOTION CARRIED 6-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	MARCUCCI, ROGERS, RUGGLES, TYE, VC/HERRERA, C/MOSS
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	MARQUEZ
ABSTAIN	BOARD MEMBERS:	NONE

6. AUTHORITY DIRECTOR COMMENTS:

Executive Director Troy Helling stated that he was working on a draft budget for next month's meeting.

7. CLOSED SESSION

Authority Secretary Robles announced there was a need for Closed Session as follows:

7.1 Public Employee Appointment pursuant to Government Code Section 54957
Title: General Counsel

7.1 Conference with Legal Counsel pursuant to Government Code Section 54956.9 -
Existing Litigation.
San Gabriel Valley Water and Power, LLC v. City of Chino Hills, et al.
San Bernardino Superior Court Case No: CIVDS 1904434

There were no public comments on the Closed Session item.

Chair Moss recessed the meeting into Closed Session at 6:05 p.m.

RECONVENE CITY COUNCIL MEETING

Chair Moss reconvened the meeting at 6:36 a.m. All members of the Tres Hermanos Conservation Authority were present.

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REGULAR BOARD OF DIRECTORS MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Chair Moss reported out of Closed Session.

With regard to Closed Session items 7.1 and 7.2, there is no reportable action.

8. ADJOURNMENT

There being no further business, the Tres Hermanos Conservation Authority (THCA) Regular Board of Directors meeting adjourned at 6:36 p.m.

CORY MOSS
CHAIR

JULIE ROBLES
AUTHORITY SECRETARY

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.2

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 3.2

Date: June 19, 2019
To: Chair and Board of Directors
From: Troy Helling, Executive Director
Subject: Treasurer's Report for the Month of April 2019

Recommendation:

That the Authority receive and file the Treasurer's Report for the month of April 2019.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.3 Accounts, the Treasurer must verify and report in writing, at least quarterly, the amount of money held for the Authority, the amount of interest earnings, revenues, and expenditures since the last report.

Attached for your information is the Treasurer's Report for the month of April 2019.

Respectfully submitted,



Christina Buhagiar
Treasurer

Reviewed by,



Troy Helling
Executive Director

Attachments

**TRES HERMANOS CONSERVATION AUTHORITY
TREASURER'S REPORT
April 30, 2019**

I. Funds Held by Authority:

	<u>Cost</u>	<u>Market Value</u>	<u>Interest Rate</u>
Cash			
Citizens Business Bank - Premium Money Market	\$ 225,590	\$ 225,590	0.05%
 Total Funds Held by Authority	 <u>\$ 225,590</u>	 <u>\$ 225,590</u>	

II. Cash Flow Transactions:

<u>Fund</u>	<u>Beginning Cash Balance 04/01/19</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Cash Balance 04/30/19</u>
General Fund	\$ 170,531	\$ 101,395	\$ (46,337)	\$ 225,590

III. Certifications:

In accordance with the California Government Code, the Treasurer certifies that sufficient liquidity is available to meet the Authority's anticipated expenditure requirements for the six months ending October 31, 2019.



Christina Buhagiar
Treasurer

Tres Hermanos Conservation Authority
Statement of Revenues, Expenditures and Changes in Fund Balances
April 30, 2019

	<u>Fiscal Year 18/19</u>	<u>Fiscal Year 17/18</u>
Revenues:		
Investment interest	\$ 115	\$ 139
Rental income	1,599	-
Contributions from member agencies	209,591	-
Reimbursements	411	-
Total Revenues	<u>211,716</u>	<u>139</u>
Expenditures:		
Audit services	1,970	1,910
Legal services	30,224	-
Security services	22,352	-
Insurance	15,998	-
Pest Control	5,700	-
Utilities	2,119	-
Miscellaneous	150	-
Total Expenditures	<u>78,513</u>	<u>1,910</u>
Excess of revenues over (under) expenditures	<u>\$ 133,203</u>	<u>\$ (1,771)</u>
Fund Balances:		
Beginning of fiscal year	\$ 92,387	\$ 94,158
Excess of revenues over (under) expenditures	133,203	(1,771)
End of fiscal year	<u>\$ 225,590</u>	<u>\$ 92,387</u>

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 3.3

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 3.3

Date: June 19, 2019
To: Chair and Board of Directors
From: Troy Helling, Executive Director
Subject: Check Register

Recommendation:

That the Authority receive and file the check register for the month of May 2019.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.2 Disbursements, the check register of the Authority should be periodically reviewed by the Board. Attached for your review is the check register for the month of May 2019.

Respectfully submitted,



Christina Buhagiar
Treasurer

Reviewed by,



Troy Helling
Executive Director

Attachment

**Tres Hermanos Conservation Authority JPA
Transaction List by Vendor
May 2019**

Date	Check #	Vendor	Memo/Description	Amount
05/06/2019	1034	Southern California Edison	Electricity usage - 03/25/19-03/28/19	\$ (5.87)
05/14/2019	1035	SoCalGas	Gas usage - April 2019	(67.36)
05/14/2019	1036	Southern California Edison	Electricity usage - April 2019	(109.91)
05/14/2019	1037	Industry Security Services, Inc.	Security - Week ending 05/02/19	(5,442.40)
05/14/2019	1038	City of Industry - Trash	Trash services - May 2019	(158.76)
05/22/2019	ACH	Citizen's Business Bank	Service charge - Check order	(21.69)
05/24/2019	1039	Woodruff, Spradlin & Smart	General Legal - April 2019	(11,814.78)
05/24/2019	1040	Department of Water Resources	Chino Ranch #1 Dam Fees - FY 2019-20	(6,084.00)
05/24/2019	1041	Industry Security Services, Inc.	Security - Week ending 05/16/19	(4,374.24)
05/24/2019	1042	City of Chino Hills - Water	Water usage - 04/10/19 - 05/13/19	(232.32)
Total				\$ (28,311.33)

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 5.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 5.1

Date: June 19, 2019
To: Chair and Board of Directors
From: Troy Helling, Executive Director
Subject: Official Bond for Fiscal Year 2019-20

Recommendation:

That the Authority approve the Government Crime Insurance Proposal from Alliant as the official bond for Fiscal Year 2019-20 and authorize the Treasurer to execute the Request to Bind Coverage and pay the annual premium of \$1,500.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 3.13 Bond, the Treasurer, auditor and such other persons who may have access to, or handle, any revenue of the Authority shall be required to file an official bond in an amount determined by the Board and consistent with the provisions of Section 6505.1 of the Government Code.

Staff recommends obtaining a Government Crime Policy with a \$1,000,000 limit and a \$2,500 deductible. The cost for FY 2019-20 will be \$1,500. The Authority's attorney has determined that the proposed policy meets the requirements of Section 3.13 Bond. Attached for your information is the Government Crime Insurance Proposal.

Respectfully submitted,



Christina Buhagiar
Treasurer

Reviewed by,



Troy Helling
Executive Director

Attachments



Tres Hermanos Conservation Authority

2019 – 2020

ALLIANT CRIME INSURANCE PROGRAM (ACIP) Government Crime Insurance Proposal

Presented by:

Tom E. Corbett, Senior Vice President
Mariana C. Salyer, CISR, Program Specialist- Lead

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com

2019-2020 Alliant Crime Insurance Program Government Crime Insurance Proposal Tres Hermanos Conservation Authority

Named Insured / Additional Named Insureds

First Named Insured(s)

Tres Hermanos Conservation Authority

Additional Named Insured(s)

As per Application on file

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

Line of Coverage

Government Crime Coverage

INSURANCE COMPANY:	National Union Fire Insurance Company of Pittsburgh, PA (AIG)
A.M. BEST RATING:	A (Excellent); Financial Size Category: XV (\$2 Billion or greater) Verified on May 14, 2019
STANDARD & POOR'S RATING:	A+, Strong Financial Security Verified on May 14, 2019
STATE STATUS:	Admitted
PROGRAM POLICY/COVERAGE TERM:	July 1, 2019 – July 1, 2020
RETROACTIVE DATE:	Policy Inception
COVERAGE:	Government Crime Policy on Discovery form including the following coverages: <ul style="list-style-type: none">• Employee Theft – Per Loss Coverage - including Faithful Performance of Duty• Forgery or Alteration - including Credit, Debit, or Charge Card Forgery• Inside the Premises – Theft of Money and Securities• Inside the Premises – Robbery & Safe Burglary of Other Property• Outside the Premises - Money, Securities and Other Property• Computer Fraud• Funds Transfer Fraud• Money Orders & Counterfeit Money
LIMITS:	\$1,000,000
DEDUCTIBLE:	\$2,500
ANNUAL PREMIUM:	\$1,500

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

Line of Coverage
Government Crime Coverage - Continued

MINIMUM EARNED PREMIUM:	None
POLICY AUDITABLE:	No
DESIGNATED AGENTS AS ENDORSED:	None Reported If your entity has a written agreement in place with any person, partnership or corporation to act as your Designated Agent and needs to be included for coverage, please contact Alliant to request approval.
ENDORSEMENTS (including but not limited to):	<ul style="list-style-type: none"> • California Changes • Additional Named Insured – Identifies individual member limit and deductible • Add Faithful Performance of Duty Coverage for Government Employees – Employee Theft Per Loss Limit • Revision of Discovery and Prior Theft or Dishonesty \$25,000 Sub-Limit, Risk Management Department or other department designated to handle insurance matters for the named insured. • Cancellation of Policy Amended –120 Days • Bonded Employees Exclusion Deleted endorsement • Add Credit, Debit or Charge Card Forgery • Include Specified Non-Compensated Officers as Employees - ALL • Include Chairperson and Members of Specified Committees – ALL • Include Designated Persons or Classes of Persons as Employees – Any Directors or Trustees of any of those named as insured; Any board members of any of those named as insured, Any elected or appointed officials • Include Volunteer Workers as Employees • Include Treasurers or Tax Collectors as Employees • Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit • Employee Post Termination Coverage – 90 Days • Cancellation Amendatory (Return Pro-Rata) • Include Leased Workers as Employees Endorsement • Notice of Claim Reporting by Email • Economic Sanctions (excludes loss payments in violation of economic or trade sanctions)

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

ENDORSEMENTS (including but not limited to) Cont.:

- Omnibus Named Insured
- Vendor Theft - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this Coverage not applicable if crime insurance is not required in a written agreement
- Conditions Amended – Subrogation of Faithful Performance of Duty Claims – With respect to losses resulting from the failure of any employee to faithfully perform his or her duties as prescribed by law, the company may subrogate only due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched as a result of the employees failure to faithfully perform his or her duties as prescribed by law.
- Third Party Coverage – Loss of or damage to 'Client Property' arising out of your indemnification of your 'Client' for any dishonest or fraudulent act(s) committed by your employee but only when and to the extent that you are liable for such indemnification pursuant to the terms of the policy. – Sublimit \$250,000 with a \$25,000 Deductible.
- Impersonation Fraud Endorsement –Sublimit \$250,000 with \$25,000 Retention – Does not apply to any losses prior to 07/01/2015
- Blanket Joint Loss Payable- Where legally permissible

EXCLUSIONS (Including but not limited to):

- Unauthorized disclosure of confidential information
- Governmental Action
- Indirect Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender or Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

PROPOSAL VALID UNTIL:

June 30, 2019

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

CLAIMS REPORTING PROCEDURE:

AIG
Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225
Fax: 866-227-1750
Email: c-claim@aig.com

Please forward a copy of the loss to the following Alliant Claim Advocates:

Alliant Insurance Services, Inc.
Attn: Robert Frey, Senior Vice President
100 Pine Street, 11th Floor
San Francisco, CA 94111
Phone: 415-403-1400
Fax: 415-403-1466
E-Mail: rfrey@alliant.com

Alliant Insurance Services, Inc.
Attn: Elaine Tizon, Assistant Vice President
100 Pine Street, 11th Floor
San Francisco, CA 94111
Phone: 415-403-1400
Fax: 415-403-1458
E-Mail: etizon@alliant.com

SUBJECTIVITIES:

- Signed and currently dated "Request to Bind" page.
- Payment to Alliant is due within 25 Days of Binding

BROKER:

ALLIANT INSURANCE SERVICES, INC.
Newport Beach, CA

Tom E. Corbett, Senior Vice President
Mariana C. Salyer, CISR, Program Specialist- Lead

See Disclaimer Page for Important Notices and Acknowledgement

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

2019-2020 Alliant Crime Insurance Program Government Crime Insurance Proposal Tres Hermanos Conservation Authority

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

Other Disclosures / Disclaimers - Continued

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
Tres Hermanos Conservation Authority**

Request to Bind Coverage

Tres Hermanos Conservation Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:	Annual Premium
ACIP Government Crime Program Policy Period: July 1, 2019- July 1, 2020	<input type="checkbox"/> \$1,000,000 LIMIT \$2,500 DEDUCTIBLE	\$ 1,500

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 5.2

TRES HERMANOS CONSERVATION AUTHORITY AGENDA NO. 5.2
STAFF REPORT

Date: June 19, 2019
To: Chair and Board of Directors
From: Troy Helling, Executive Director *TH*
Subject: Consideration of a Consultant Services Agreement with Mead & Hunt, Inc., for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000, in the amount of \$18,000

Recommendation:

It is recommended that the Authority approve the Consultant Services Agreement with Mead & Hunt, Inc. in the amount of \$18,000.

Background/Discussion:

The City of Industry initially acquired the property known as Tres Hermanos in 1978 and transferred the property to the Industry Urban-Development Agency ("IUDA") on November 8, 1978. The property includes the Chino Ranch #1 Dam, Division of Dam Safety ("DODS") No. 2025.000, which created Arnold Reservoir. The IUDA acquired a license for diversion and use of water, Division of Water Resources ("DWR") License No. 12393 and grants the IUDA to use the water (125 Acre-feet/year) for the purpose of stock watering, recreational, fire protection, and fish and wildlife preservation and enhancement.

The state enacted legislation, effective July 1, 2017, in response to the February 2017 Oroville Dam spillway disaster. This act requires dam owners to prepare Inundation Maps and Emergency Action Plans ("EAP") in the event of an uncontrolled release from the dam. The City of Industry received a letter from the DWR, dated July 14, 2017, indicating the Chino Ranch #1 Dam meets the 'Significant' hazard classification. Based on this classification, Inundation Maps must be prepared and approved by DWR prior to submittal of the EAP. The EAP, including the approved Inundation Maps, must be completed and submitted to the California Office of Emergency Services ("Cal-OES") by January 1, 2021.

With the dissolution of the IUDA, the property was transferred to the Successor Agency to the Industry Urban-Development Agency. In early 2019, the cities of Industry, Diamond Bar and Chino Hills formed a Joint Powers Authority ("JPA") to purchase the property from the Successor Agency. The JPA established the Tres Hermanos Conservation Authority ("THCA") in March of 2019 to oversee the preservation of the property, including maintaining water rights to Arnold Reservoir. The THCA will need to be the lead agency overseeing the development of the Inundation Maps and EAP.

Mead & Hunt will be responsible for the preparation and submittal to the appropriate regulatory agencies. The EAP preparation will require coordination with jurisdictions and other agencies and entities located downstream from the reservoir. Mead & Hunt will identify these entities for inclusion in the EAP.

Staff seeks and recommends approval by the Authority to enter into agreement with Mead & Hunt, Inc., for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000.

Fiscal Impact:

On June 13, 2019, the City of Industry City Council authorized funding in the amount of \$18,000 for this study only, but not future studies. If the Tres Hermanos Conservation Authority authorizes execution of the agreement, then the full cost of this first study only would be funded by the City of Industry.

Exhibit:

- A. Consultant Services Agreement with Mead & Hunt, Inc. dated June 19, 2019
-

TH:jv

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of June 19, 2019 by and between the Tres Hermanos Conservation Authority, a joint powers agency ("THCA"), and Mead & Hunt, Inc., a California corporation ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the THCA the **professional engineering** services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the THCA to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

James Cramsie, PE (herein referred to as the "THCA's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the THCA's Project Manager to the extent required by the THCA's Project Manager, and that all performances required hereunder by Consultant shall be performed with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances at the same time and in the same or similar locality.

2. Term of Agreement. This Agreement shall take effect June 19, 2019, and shall continue until June 19, 2022, unless earlier terminated pursuant to the provisions herein.

3. Compensation. THCA agrees to compensate Consultant monthly, for each service which Consultant performs to the satisfaction of THCA in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Payment will be made only after submission of proper invoices in the form specified by THCA. Total payment to Consultant pursuant to this Agreement shall not exceed Eighteen Thousand Dollars (\$18,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to THCA an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. THCA will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the THCA as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by THCA to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to THCA, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of THCA or otherwise act on behalf of THCA as an agent. Neither THCA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of THCA.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold THCA harmless from any and all taxes, assessments, penalties, and interest asserted against THCA by reason of the independent contractor relationship created by this Agreement. In the event that THCA is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between THCA and Consultant, then Consultant agrees to reimburse THCA for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold THCA harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements.

E. In addition to any other remedies it may have, THCA shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to THCA from Consultant as a result of Consultant's failure to promptly pay to THCA any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the THCA for Consultant's failure to comply with this Section.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall indemnify and hold harmless THCA, its officers, officials, and employees ("Indemnitees") from and against liability, loss, direct damage, expense, reasonable attorney fees of every nature arising out of or in connection with:

(1) Claims under Worker's Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's contractors;

(2) Claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Should THCA in its discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the THCA its costs of defense, including reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind; and

(3) Claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) The Consultant's obligations to indemnify, defend and hold harmless the THCA shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the THCA the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00;

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

B. The THCA, its officers, employees, shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the THCA shall be excess insurance only

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving THCA ten (10) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the THCA.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and except for professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the THCA; and shall be placed have a current A.M. Best's rating of no less than A-, VII. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

E. Consultant shall submit to THCA (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy

endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the THCA.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow THCA, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the THCA. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should THCA pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, THCA may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by THCA due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, THCA may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the THCA for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of THCA, private individuals, or employees of the THCA. Consultant covenants that 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 written authorization by THCA. THCA shall grant such authorization if disclosure is required by law. All THCA data shall be returned to THCA upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the THCA shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of THCA without restriction or limitation upon its use or

dissemination by THCA. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The THCA and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the THCA, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. 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. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to THCA as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The THCA may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, THCA agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The THCA shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as otherwise authorized by the THCA's Project Manager, *Nancy Moricz, PE* shall be the person who primarily performs the

work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but THCA reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on THCA's premises.

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of THCA relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. 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.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the THCA to proceed and to diligently prosecute completion as required by the Department of Water Resources (DWR) and California Office of Emergency Services (Cal OES) from such date or as may otherwise be agreed to in writing by and between the Project Manager and the Consultant.

19. Time Is of the Essence. The Consultant recognizes the importance of the services under this agreement be performed in a timely and professional manner in the accordance with agreed upon schedule

20. Delays and Extensions of Time. Consultant's remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of THCA. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the THCA will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no

event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the THCA or due to some other cause.

21. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of THCA, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

22. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

23. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by THCA of any payment to Consultant constitute or be construed as a waiver by THCA 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 THCA shall in no way impair or prejudice any right or remedy available to THCA with regard to such breach or default.

24. Reserved.

25. Reserved.

26. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"

Mead & Hunt, Inc.
180 Promenade Circle, Suite 240
Sacramento, CA 95834
Attn.: Nancy Moricz
Phone: (916) 971-3961
E-Mail: nancy.moricz@meadhunt.com

"THCA"

Tres Hermanos Conservation Authority
15651 E. Stafford Street
City of Industry, CA 91744
Attn.: Troy Helling, Executive Director
Phone: (626) 333-2211
E-mail: thelling@cityofindustry.org

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and THCA. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the THCA will only be valid if signed by a person duly authorized to do so under the THCA's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"

"THCA"

Mead & Hunt, Inc.

TRES HERMANOS CONSERVATION
AUTHORITY

By: _____
Printed Name: _____
Title: _____

By: _____
Cory Moss, Board Chair

By: _____
Printed Name: _____
Title: _____

ATTEST:

Julie Gutierrez-Robles, Board Secretary

Approved as to form:

By: _____
David DeBerry, General Counsel

***NOTE: If Consultant is a corporation, the THCA requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the THCA.

EXHIBIT A

Consultant Services Agreement with Mead & Hunt, Inc. dated June 19, 2019

[Attached]

EXHIBIT A

SCOPE OF SERVICES

All services described hereunder will be performed in accordance with the requirements in California Water Code Sections 6160 and 6161 and California Government Code Section 8589.5 (all effective June 27, 2017), California Code of Regulations, Title 23 Section 335 et seq (DWR Inundation Mapping Regulations), and the California Governor's Office of Emergency Services (Cal OES) requirements for EAPs.

After receipt of authorization to proceed, Mead & Hunt shall:

TASK 1 – HYDRAULIC ANALYSIS, MAPPING, AND REPORTING

Mead & Hunt will request information from the THCA needed to complete the work. Mead & Hunt will review available drawings, maps, terrain data, project information, and state standards for deliverables.

Mead & Hunt will develop a hydraulic model to simulate failure of Chino Ranch #1 Dam in accordance with DWR Inundation Mapping Regulations. Inundation area boundaries and flood data will be produced using a two-dimensional, unsteady flow HEC-RAS hydraulic model. Hydrologic assumptions and model boundary conditions will be developed to represent a sunny day scenario. The failure scenario(s) will utilize breach parameters as described in FEMA P-946.

Mead & Hunt will use the best available elevation data for the hydraulic model and inundation mapping. Manning's n roughness coefficient values will be developed using the National Land Cover Dataset (NLCD) grid data and refined as needed to represent site-specific conditions. Hydraulic structures will be added to the 2D model where bridges, culverts or other hydraulic structures are expected to significantly alter the inundation area.

The geographic extent of the hydraulic model simulation is assumed to terminate in accordance with FEMA P-946 at or above Brea Dam, on Brea Creek near Fullerton, CA. The extent of the mapped inundation area may terminate in accordance with the DWR Inundation Mapping Regulations upstream of this location.

A sequential dam failure scenario is required for an upstream dam system that causes the failure of one or more downstream dam systems. There are no known downstream dams that would be affected by a failure of Chino Ranch #1 Dam, so no sequential dam failure will be analyzed.

Mead & Hunt will develop inundation maps for the modeled sunny day failure scenario. Each map will plot contours showing flood wave arrival times, a classified raster showing maximum depth, and labeled points with peak velocities. The maps will be produced for a 11"x17" page size at a scale of 1:12,000 (1 inch = 1,000 feet).

Mead & Hunt will write a technical memorandum describing the methodology and assumptions of the study. The maps and technical memorandum will include a California-licensed professional civil engineer's seal, license number, and signature.

The draft maps and technical memorandum will be electronically submitted to the THCA for review. After receiving comments from the THCA, the maps and technical memorandum will be revised and submitted to DWR Division of Safety of Dams (DSOD), including a hard copy and electronic versions. Digital files of the model results will also be submitted to DSOD, as required in the DWR Inundation Mapping Regulations, to include a vector file of the inundation area boundary and raster files of the flood wave arrival time, maximum depth and peak velocity.

After receiving comments from DSOD, Mead & Hunt will revise the maps, technical memorandum, and digital files and resubmit for DSOD approval, if necessary. Mead & Hunt will electronically submit the final DSOD-approved maps, technical memorandum, and digital files to the THCA.

Task 1 Deliverables:

- Draft inundation maps and technical memorandum, to the THCA (in Adobe Portable Document Format (PDF) and MS Word)
- Draft inundation maps and technical memorandum, to DSOD (hard copy and PDF)
- Draft digital files, to DSOD (electronic files)
- Final DSOD-approved inundation maps, technical memorandum, and digital files, to the THCA (PDF and electronic files)

TASK 2 – EMERGENCY ACTION PLAN

Mead & Hunt will provide a draft EAP with minimal information pre-populated, such as a project description, dam name and number, and customization of some tables based on the type of dam. Significant portions of the EAP will be incomplete and will need to be finished by the THCA based on project-specific, location-specific, and organization-specific information. Mead & Hunt will revise the draft EAP based on information and comments provided by the THCA. Mead & Hunt will check for consistency, completeness, and formatting. Mead & Hunt will coordinate with local public safety agencies for their review and comments. Mead & Hunt will submit the EAP to Cal OES for review. Mead & Hunt will address comments received from Cal OES and may rely on the THCA to provide additional information as needed. Mead & Hunt will re-submit for Cal OES approval, if necessary.

Task 2 Deliverables:

- Draft, Revised, and Final EAP, to the THCA (PDF and MS Word) and Revised and Final EAP, with DSOD-approved inundation maps, to Cal OES (hard copy and PDF)

Responsibilities of the THCA

Our Scope of Services and Compensation are based on the THCA performing or

providing the following, in addition to the respective responsibilities outlined in Task 2 above:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Available data, drawings, and information related to the project
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by the THCA or provided by Mead & Hunt as an Additional Service only as authorized by the THCA:

- Request from downstream dam owner(s) and deliver to Mead & Hunt any available and relevant information related to downstream dam(s) which may be subject to sequential failure. Information to be requested may include drawings, spillway discharge rating curve, reservoir storage curve, and other information that may be necessary to complete the Scope of Services.
- Production or distribution of the EAP to plan holders.
- Topographic survey or site visits.
- EAP notification exercise with local public safety agencies required annually in accordance with California Government Code Section 8589.5 (effective June 27, 2017).

Project Schedule

- Mead & Hunt shall submit the draft EAP, inundation maps and technical memorandum (PDF) to the THCA within **ten months** of receiving authorization to proceed.
- Mead & Hunt shall submit revised draft and final deliverables to the THCA, DSOD, and (optionally) Cal OES within **one month** of receiving comments or approval from the THCA, DSOD, or Cal OES.

Compensation

The work described under this scope of work be performed for Tasks 1 and 2, as outlined by task in Table 1, below. Total Compensation shall be paid in accordance with the payment rates of Task 1.

Table 1: Cost Breakdown by Task and Option

	Project Engineer \$197/hr	Engineer III \$160/hr	Engineer II \$143/hr	Engineer I \$125/hr	Totals
Task 1	4 hrs	24 hrs		60 hrs	88 hrs
	\$788	\$3,840		\$7,500	\$12,128
Task 2	12 hrs	4 hrs	20 hrs		36 hrs
	\$2,364	\$640	\$2,860		\$5,864
Totals	\$3,152	\$4,480	\$2,860	\$7,500	\$17,992