



AGENDA REPORT

Meeting Date: March 2, 2010
Item Number: G-10
To: Honorable Mayor & City Council
From: Shana Epstein, Environmental Utilities Manager 
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICHARD C. SLADE & ASSOCIATES, LLC FOR CONSULTANT SERVICES RELATED TO HYDROGEOLOGIC SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$79,000 FOR THE SERVICES

Attachments:

1. Agreement
2. Groundwater Management Ordinance and Plan as approved in 1999

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Richard C. Slade & Associates, LLC to complete the first Groundwater Management Plan Report, and approve a purchase order in the amount of \$79,000 for the services.

INTRODUCTION

The City resumed extracting groundwater from the Hollywood Basin in 2003. Prior to that, the City Council adopted Groundwater Management Plan that requires from time to time a report to be completed that includes a number of requirements. Therefore, staff went through a request for proposal process and evaluated the responders with assistance from two technical members of the Groundwater Management Technical Committee, Richard Slade and Associates was the most qualified responder and also was the most cost effective.

DISCUSSION

In an effort to responsibly manage the groundwater basin, the City requested proposals from hydro-geologists, geologists, hydrologists, or qualified persons able to analyze the

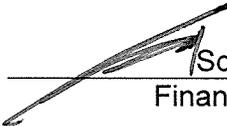
maintenance of the Hollywood Basin as performed by the City of Beverly Hills. This report is defined in the City's Groundwater Management Plan as approved by the City Council on March 30, 1999. Attached are the ordinance and the plan that this proposal should address. In addition, the City requested operational procedures to enhance the City's consumption of the local groundwater.

Three qualified applicants responded. Richard C. Slade & Associates, LLC was selected due to the principal's professional knowledge of the Hollywood Basin. Two of the Groundwater Management Plan Technical Committee members assisted in reviewing the responses. The selected consultant demonstrated in his proposal a grasp of the consultation required. The other applicants proposed complex, expensive models that were more than what the City was requesting.

While the City was seeking qualified applicants, the state legislature was drafting and finally adopted SBx7-6 requiring similar reporting of water purveyors. So the work product from the consultant will serve not only to uphold the City's groundwater management plan requirements, but also the state's ruling.

FISCAL IMPACT

The funds for the Groundwater Management Plan are in the Capital Improvement Program Well Rehabilitation and Groundwater Resource Development. The contract is being recommended for \$79,000.



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

Agreement

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RICHARD C. SLADE & ASSOCIATES, LLC FOR
CONSULTANT SERVICES RELATED TO
HYDROGEOLOGIC SERVICES**

NAME OF CONSULTANT:	Richard C. Slade & Associates, LLC
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Richard C. Slade, President
CONSULTANT'S ADDRESS:	12750 Ventura Boulevard Suite 202 Studio City, CA 91604
CITY'S ADDRESS:	City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Attention: Shana Epstein Environmental Utilities Manager
COMMENCEMENT DATE:	Upon receipt of Notice to Proceed
TERMINATION DATE:	Upon satisfactory completion of all services as determined by the Director of Public Works
CONSIDERATION:	Not to exceed \$79,000 and more fully described in Exhibit A

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND RICHARD C. SLADE & ASSOCIATES, LLC FOR
CONSULTANT SERVICES RELATED TO
HYDROGEOLOGIC SERVICES**

THIS AGREEMENT is between the City of Beverly Hills, a municipal corporation, ("City") and Richard C. Slade & Associates, LLC ("Consultant").

R E C I T A L S

A. The City desires to retain Consultant for hydrogeologic services to assist Public Works staff in the completion of the initial annual groundwater Management Report ("Project").

B. Consultant represents that it has the professional qualifications to provide such professional services and City desires to retain Consultant to perform such services.

NOW, THEREFORE, City and Consultant hereto agree as follows:

Section 1. SCOPE OF SERVICES. Consultant shall do, perform, and carry out, in a manner satisfactory to the City, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions the services described in Exhibit A, attached hereto and incorporated herein by this reference. Consultant shall not perform additional work beyond the Scope of Services as set forth in Exhibit A of this Agreement without the prior written authority of City.

Section 2. CONFIDENTIALITY AND NONDISCLOSURE OF DATABASE. In connection with this Agreement, Consultant shall be given access to City's confidential information regarding the water supply. In conjunction with the City's vulnerability assessment as required by the Environmental Protection Agency, Consultant agrees that it shall maintain the confidentiality of the locations and other secure information provided for the purposes of fulfilling this Project as required by law.

Section 3. CITY'S RESPONSIBILITY. City shall provide Consultant with all pertinent data, documents and other requested information as is available for the proper performance of Consultant's services.

Section 4. DOCUMENTS AND DRAWINGS. All data, information and drawings prepared for the City and required to be furnished to city in connection with this Agreement shall become the property of the City, and the City may use all or any portion of the work submitted by Consultant for this Project as the City deems appropriate.

Section 5. TIME OF COMMENCEMENT AND PERFORMANCE. Time is of the essence. Consultant shall commence its services under this Agreement upon receipt of a Notice to Proceed from City. Consultant shall complete the performance of services, including submission of deliverables, as directed by the Director of Public Works.

Section 6. TERM. This Agreement shall commence upon receipt of a Notice to Proceed and shall remain in effect upon the completion of all services as determined by the City's Public Works Director and defined in Exhibit A.

Section 7. CONSULTANT'S FEE. City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, a sum not to exceed the amount set forth above, based on the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 8. PAYMENT. Consultant shall submit an itemized monthly statement and a monthly written status report to the City for its services performed for the prior month, which shall include documentation setting forth in detail a description of services rendered, the hours of service for each task, and the percentage of each task completed. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of same.

Section 9. CHANGES IN SCOPE OF WORK. City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties. The cost of any change in the scope of work must be agreed to by both parties in writing.

Section 10. CONSULTANT: RESPONSIBLE PRINCIPAL. The Responsible Principal(s) set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

Section 11. INDEMNIFICATION. Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement. This provision shall survive termination of the Agreement.

Section 12. INSURANCE.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant, its officers, employees, agents, and independent contractors.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million

Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million (\$1,000,000) Dollars.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by law.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(g) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured, except for the Professional Liability and Workers' Compensation policies. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement, except for the Professional Liability policy.

(h) The insurance provided by Consultant shall be primary to any coverage available to City.

(i) Any deductibles or self-insured retentions must be declared to and shall be subject to the approval of the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

(j) Consultant shall require its subconsultants which perform work under this Agreement to comply with the insurance requirements contained in this Agreement.

Section 13. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent Contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of the Consultant's employees, except as herein set forth. 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 City.

Section 14. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS. In the performance of this Agreement, Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. § § 200e-217), whichever is more restrictive.

Section 15. CONFLICTS OF INTEREST. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

Section 16. SUCCESSORS AND ASSIGNS. This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 17. CANCELLATION OF AGREEMENT.

(a) City may cancel this Agreement at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: for work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation. In no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 18. CITY REPRESENTATIVE. The City Manager or his designee shall represent the City in the implementation of this Agreement.

Section 19. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

Section 20. NOTICE. Any notice required to be given to Consultant shall be deemed duly and properly given upon delivery, if sent to Consultant postage prepaid to the Consultant's address set forth above or personally delivered to Consultant at such address or other address specified to City in writing by Consultant.

Any notice required to be given to City shall be deemed duly and properly given upon delivery, if sent to City postage prepaid to City's address set forth above or personally delivered to City at such address or other address specified to Consultant in writing by City.

Section 21. PERSONNEL. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

Section 22. CONFLICT BETWEEN CONTRACT AND EXHIBITS. In the event of any conflict between the provisions of this Agreement and Exhibits A, the provisions of this Agreement shall be controlling.

Section 23. ATTORNEY'S FEES. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees incurred in connection with such action or proceeding.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

Section 25. SEVERABILITY. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

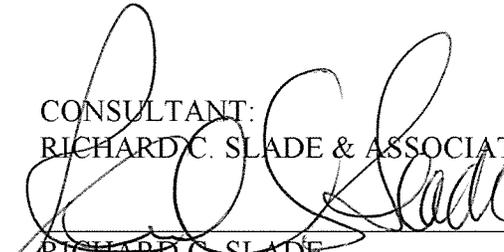
Section 26. EFFECTIVE DATE OF THIS AGREEMENT. This Agreement, made in duplicate, is entered into as of the ____ day of _____, 20 ____.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
RICHARD C. SLADE & ASSOCIATES, LLC

RICHARD C. SLADE
President 2/5/10

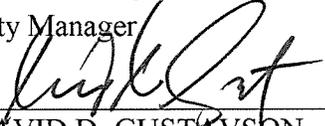
[Signatures continue]

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

Exhibit A

SCOPE OF HYDROGEOLOGIC SERVICES

Six tasks (Nos. 1-6, inclusive) shall be performed by Consultant in accordance with generally accepted hydrogeologic professional practices. The six work tasks to be currently performed are described below.

Task 1: Kick-Off Meeting

Consultant shall conduct an initial kick-off meeting on this project between City Staff and Consultant. The purposes of this meeting will be to discuss and verify the objectives of the project with City Staff, to collect additional and more current information on the City's existing wells, and to obtain other potential groundwater information pertinent to the project.

At this meeting, the City will be asked to provide a map, in electronic format, showing the locations of all City-owned properties, public schools and public parks (this will be useful for helping to identify future drill sites).

Task 2: Data Collection and Review

Consultant already has a substantial database for existing and historic water wells for the City area, because of Consultant's long association with evaluating groundwater issues dating back to the 1970's and also because of Consultant's work in the past few years for the City on the extraction of shallow groundwater and the NPDES dischargers from the groundwater basin beneath the City. Notwithstanding this, however, Consultant needs to obtain and review recent additional data and information obtained from the City and will review any additional data and information with regard to the following key items:

- Preliminary review of the local subsurface geologic conditions, from available reports through the California Department of Water Resources (DWR), the U.S. Geological Survey (USGS), the California Geological Survey (CGS) and from the Consultant company library.
- Review of any other consultant's reports on groundwater conditions in the Beverly Hills area.
- Well construction details, geologic log, geophysical electric logs (E-logs) for existing City water supply, groundwater monitoring wells and well data on key historic water supply wells (see also Tables 1 and 2 in this proposal).
- Water level measurements, such as static water levels, pumping rates, pumping water levels, etc. for the City's existing wells, as obtained from Supervisory Control and Data Acquisition (SCADA) records. Historic data will be obtained from Los Angeles County Flood Control District (LACFCD) for any older, non-existing wells, which might have water level data available. Consultant currently has the entire LACFCD database for water levels in the region up to 1995 but will need to update, as necessary, for the four newer City wells. These water level records must be changed over to depth to water from the current elevation of the water. It is far more practical and easier to understand the changes in water levels over time vs changes in rainfall over time when the water levels are plotted as depths.
- Historic groundwater production records on each of the four currently-active wells.

- Southern California Edison (SCE) pumping efficiency tests.
- Available water quality data for each well as available from the City and the California Department of Public Health (DPH) water quality database.
- Records on previous rehabilitation efforts, if any, for each well.
- Records on current groundwater extractions, by others, such as from dewatering facilities.
- Surface water imports from MWD by the City.
- Groundwater contamination issues and water quality conditions in the vicinity of each existing well, as available from the Department of Toxic Substance Control (DTSC) EnviroStor website and the California Regional Water Quality Control Board GeoTracker website. Many documents from sites on these databases are downloadable and readily available for review.
- Electric logs from wildcat oil wells and current City wells and test holes in the area will also be reviewed. Consultant currently has a substantial collection of these in its company library.
- Determine the status of and review current databases with other agencies such as the U.S. Geological Survey and the Los Angeles County Department of Public Works, Flood Control Division, for data that these agencies may have with regard to hydrologic parameters and assess what other additional data, if any, the City will need to measure and collect and how these existing databases can be incorporated into the study.
- Review, from a technical perspective, existing City ordinances and enforcement provisions and evaluate for applicability in protecting the groundwater resources of the Hollywood Basin.

The water well data shall be reviewed to determine the current operational condition of the existing City wells. This will be for the purpose of determining the feasibility of rehabilitating any of the wells in order to help increase the yields (pumping rates and specific capacities) of these wells.

The electric logs will be reviewed and correlated to help assess the depth to, and the thickness and continuity of key aquifers in the subsurface across the region; as a result of this correlation more information will become available for the known fault that crosses the City in a general east-west direction.

Task 3: Field Reconnaissance

After the requisite data have been collected and/or reviewed, Consultant shall perform a site visit to each existing City water supply well, the two known groundwater monitoring wells, and to the water treatment plant for the purpose of observing the current physical conditions and present facilities. Conditions at each site will be observed with regard, but not limited, to the following items:

- Access to the well sites.
- Storm drains locations.

- Condition of existing piping and layouts.
- Ambient odors that may be present, if any (e.g. methane gas, hydrogen sulfide).
- Condition of the above ground pump and appurtenances.
- In-place data measurement/collection systems for ongoing monitoring of water levels and pumping rates and pumping volumes.
- Conditions with regard to spring flow and rainfall runoff drainage systems, if any.

During this field reconnaissance, Consultant will interview various City Representatives, in order to evaluate current practices with regard to collection and reporting of data.

Task 4: Hydrogeologic Analyses

This task will provide for Consultant's hydrogeologic analyses, pertinent conclusions and recommendations with regard to future water-supply issues from existing City wells. The available data will be analyzed with regard to the following:

- Hydrogeology: review of current subsurface geologic conditions and hydrogeologic parameters of the groundwater basin beneath the City. These conditions will be further evaluated and discussed with regard to recommended changes to the current understanding of the groundwater basin. It should be noted that there may be multiple aquifer systems (for instance shallow versus deeper, discrete systems) underlying the City and that these will need to be refined, if possible. Thus, to achieve the aims of this task, Consultant will perform correlation of electric logs, as available, between historic oil wells and current wells in the basin.
- Rainfall data: historic rainfall data will be plotted and graphed and an accumulated departure curve will be constructed to establish historic rainfall patterns.
- Stream gage data: currently no stream gages exist for the Beverly Hills area. However, the potential for placing such gages in strategic areas of the City to measure either spring or rainfall runoff will be discussed and assessed.
- Recharge: the amount of recharge by rainfall and irrigation return to the local groundwater basin will be evaluated, as there currently are no data for such recharge.
- Outflows: the amount of outflows by surface water and groundwater will be evaluated. During rainfall events, outflows of surface water from the basin will likely be within the current storm drain system and only an approximate estimate of such outflows can be made. Other outflows, such as those from dewatering systems to the storm drain will be better quantified. However, it may be possible to evaluate the amount of groundwater flows, if any, in making certain assumptions in the groundwater gradient and flows across faults, etc, during review and analysis of the hydrogeologic conditions.
- SCADA and field records: the collected water level data on existing wells, from the City's SCADA system and from field will be assessed for frequency of monitoring and accuracy and reliability of the data.
- Water levels: historic water levels will be plotted and graphed for key wells in the vicinity of the City and for the existing City wells, for the purpose of establishing

long-term historic trends. The water levels will be compared to historic rainfall patterns.

- Water quality: historic water quality will also be plotted and graphed for key parameters (such as total dissolved solids) and compared to changes in rainfall and water level trends. Through this type of analysis, it could be determined whether or not changes in water quality are also associated with changes in rainfall/water levels.
- Groundwater extractions: production data from the wells will be plotted and graphed and compared to rainfall, water level trends and water quality trends in order to determine whether or not changes in production are related to these influences.
- Well construction: review of the construction parameters of each well and possible impact on production.
- Well locations: review locations of existing wells and groundwater monitoring wells, the locations for the proposed new shallow wells, and locations of future possible wells and groundwater monitoring wells relative to the City-provided map of City properties, schools, and parks.
- Replenishment of groundwater: assess the feasibility of using aquifer storage and recovery (ASR) wells in providing supplemental water to the groundwater basin as an aid to help in the recovery of water levels in the basin and as an additional water supply source.
- Plan update: review and update, from a hydrogeologic perspective, key elements of the City's Groundwater Management Plan, including those dealing with the monitoring and reporting of dewatering at subterranean garage facilities or with known groundwater contamination sites in the City.

Specifically, these above tasks will aid the City in determining the future viability of the existing City wells and provide Consultant's professional opinions regarding the hydrogeologic feasibility of rehabilitating the existing wells, options for rehabilitation of the wells and general scheduling for rehabilitation. Preliminary cost estimates for the rehabilitation of the existing wells will be developed and provided in the report. In addition, drilling and constructing new water supply and groundwater monitoring wells in other areas of the City will also be discussed.

Further, evaluation of maintenance, operational and monitoring parameters for the wells will also be performed in order to provide the City with recommended changes, if any, to how the wells are maintained, operated and monitored and how the data collected from these wells are recorded. These items also relate directly to groundwater management strategies for the local groundwater basin.

Task 5: Preparation of First Annual Report

A Draft report providing Consultant's findings, analysis, conclusions and recommendations with regard to the existing City wells and groundwater management will be provided to City for review. The report will include the attendant discussion and documentation on conditions within the City (to the extent possible and based on the current availability of requisite data):

- A water well location map showing locations of current extractions of shallow groundwater and deep groundwater in the Hollywood Basin area.

- Direction of groundwater flow(s). It is possible that there are multiple aquifer systems (shallow versus deeper) and that groundwater flow directions could differ; Consultant will provide an opinion on whether the local aquifer systems penetrated by the combined perforations in each City well are unconfined or confined.
- Geologic conditions within the Hollywood Basin through the presentation of a geologic map and a geologic cross section; the cross section will be prepared in a general east-west direction across the City's existing wellfield and will illustrate our interpretation of key aquifer zones in the subsurface from well to well.
- Tables listing construction parameters of the wells and diagrams illustrating the well construction parameters of the wells compared to subsurface geologic conditions.
- Rainfall, water level, and water quality graphs of the existing City wells, along with their comparisons, illustrating trends in these parameters. In particular, the water levels in each well will be graphed relative to the screened intervals of the wells to illustrate the potential impact of water level changes on well construction. Further, historic water level graphs of other former key wells will also be included to provide an historic perspective on water level trends.
- Plots illustrating changes/trends in static water levels, the pumping rates, pumping water levels and specific capacities for the existing City wells. Data used for these graphs and interpretations would be those data provided by the City for its wells.
- Tables listing the current pumping capacities of the wells and other known extraction sites (e.g. dewatering sites).
- Estimates or calculations to the extent possible (i.e., if adequate and appropriate data are available) of the aquifer parameters of transmissivity and storativity; such values would be for those for all combined perforated zones in the wells, not for each individual zone of perforations (it is not possible to calculate these parameters for individual aquifers).
- Tables listing historically detected key water quality constituents and a discussion of these key parameters.
- Providing preventative maintenance tasks (such as conducting periodic video log surveys or conducting occasional pumping and surging of selected wells) and possible time schedules for conducting such work in the active City wells.
- Outlining possible procedures/methods for the ongoing collection of accurate data from current water wells.

Recommendations for the existing wellfield will include:

- A review of the operational pumping rates of each City well and recommendations for future operational rates.
- A review of specific capacity values for wells and recommendations for well rehabilitation where appropriate.
- Water quality analyses of each existing well and recommendations addressing ways to mitigate water quality issues in the wellfield.
- Recommendations on how to improve water level and flow rate data collection on a well by well basis.

- Recommendations for spacing (separation) between future City wells in order to minimize the potential for mutual water level drawdown impacts when pumping. These recommendations will be based on existing data. Consultant is not proposing to conduct pumping tests (aquifer tests) in any City wells at this time.
- Possible new ordinances or changes to existing ordinances.

Following review by City Staff, a Draft of the First Annual report will be edited and modified to incorporate any written comments. Three (3) hard copies of the First Annual Report will be prepared along with an electronic version in Adobe Portable Document Format (PDF) and submitted to City Staff.

Task 6 – Additional Meetings

Consultant will prepare for and attend one additional project meeting with City Staff. The purpose of this meeting will be to update City Staff on the progress of work. Consultant also anticipates meeting on roughly a once-per-month basis with the City's Technical Committee. Consultant considers these latter meetings to be important to keep this Technical Committee updated with Consultant's in-progress findings and to solicit their advice on possible newly-emerging groundwater issues in the City as the project unfolds.

City will furnish rights-of-way to land required for field visits and field operations such as sampling or testing of water wells.

EXHIBIT B

**FEE FOR HYDROGEOLOGIC SERVICES
CITY OF BEVERLY HILLS
WELLFIELD EVALUATION PROJECT**

City shall pay Consultant for hydrogeologic consulting services in connection with wellfield evaluation and groundwater monitoring in City.

		Not to exceed based on rates set forth in this Exhibit
Task 1	Kick-Off Meeting	\$800.00
Task 2	Data Collection and Review	\$6,600.00
Task 3	Field Reconnaissance	\$2,600.00
Task 4	Hydrogeologic Analyses	\$41,300.00
Task 5	Preparation of First Annual Report	\$22,900.00
Task 6	Additional Meetings (including City's Technical Committee)	\$4,300.00
Direct Costs		<u>\$500.00</u>
Cost Estimate for Task 1 – Task 6:		<u>\$79,000.00</u>

Consultant services will be billed on a time and expense basis at the rates set forth in this Exhibit B with the total estimated cost representing a not-to-exceed limit. Task 6 is for additional meetings, such as monthly meetings with the City's Technical (groundwater) Committee in order to help keep that group updated on Consultant in-progress findings and to solicit additional input from them on their perspective of local groundwater needs within the City.

PROPOSED WORK SCHEDULE

City desires to complete the hydrogeologic services performed for this wellfield and groundwater monitoring assessment project within a 6-month time period. Thus, the following schedule provides Consultant's estimate of the approximate date at which each of the six proposed tasks will be completed, with the assumption the project will be awarded approximately two weeks following the City's receipt of the proposals and that the start of project commences with the initial kick-off meeting with the City.

Task	Anticipated Period of Performance
Proposals due to City	November 19, 2009
City Awards Contract	March 2, 2010
Kick-Off Meeting	March 8, 2010
Data Collection & Review	March 9, 2010 to April 2, 2010
Field Reconnaissance	April 5, 2010 to April 9, 2010
Hydrogeologic Analyses	April 12, 2010 to July 8, 2010
Preparation of First Annual Report	June 1, 2010 to July 30, 2010
Submit Draft of Report and Meet with City	1 st week of August 2010
City Reviews Draft	Through August 20, 2010
Revise Draft Report	August 23, 2010 to September 6, 2010
Submit Final Report to City	September 7, 2010

HOURLY RATES

PROFESSIONAL HOURLY RATES

Principal Groundwater Geologist	\$235.00 per hour
Senior Groundwater Geologist	\$168.00 per hour
Staff Groundwater Geologist	\$122.00 per hour
Geologic Logging/Field Work, Water Wells	\$92.00 per hour
Clerical, Graphics and GIS Work	\$62.00 per hour
Depositions and Court Testimony (4-hour minimum per day)	\$375.00 per hour

(a) SPECIAL EQUIPMENT AND SERVICES

(b)

Pressure Transducers (for water level monitoring during aquifer testing)	\$100.00 per day (Weekly Rates Available)
Field Water Quality Probe (T, Ph, EC)	\$50.00 per day
Electric Tape Water Level Probe	\$25.00 per day
Subsurface Exploration, Water Quality Laboratory	Cost + 15%
Job Supplies, Reproduction, etc.	Cost + 15%
Automobile Mileage	\$0.51 per mile



**EXHIBIT C
CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B. I.	LIMITS	
					P. D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____

BY : _____
Authorized Insurance Representative

AGENCY : _____

TITLE : _____
ADDRESS : _____

RM02.DOC REVISED 10/14/96.

Attachment 2

ORDINANCE NO. 99-0-2327

AN ORDINANCE OF THE CITY OF BEVERLY HILLS
ADOPTING A GROUNDWATER MANAGEMENT PLAN FOR
THE HOLLYWOOD GROUNDWATER BASIN, ADOPTING
REGULATIONS TO IMPLEMENT SUCH PLAN AND
AMENDING THE BEVERLY HILLS MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY
ORDAINS AS FOLLOWS:

Section 1. A large portion of water used in the City of Beverly Hills is obtained from underground sources and such water is subject to impairment in quality and purity, causing detriment to the health, safety and welfare of the inhabitants of the City.

Section 2. The City currently provides a healthful, inexpensive potable water supply to all lands within the City's retail water service area. This water supply is a valuable commodity, which the City appropriates and dedicates to beneficial and efficient public use by the City and its inhabitants.

Section 3. The City has a primary interest in the location, construction, maintenance, abandonment and destruction of water wells, which directly affect the quantity, quality and purity of underground waters.

Section 4. Improperly constructed and abandoned water wells can allow contaminated water on the surface to flow down the well casing, and can allow unusable or low quality groundwater from one groundwater level to flow along the well casing to other usable groundwater levels, thereby contaminating the usable groundwater.

Section 5. The proliferation of water wells within the boundaries of the City poses a danger of contaminating the groundwater resource upon which the City relies. In addition, the proliferation of water wells within City boundaries can limit the flexibility of the City's water system by creating artificial constraints or a fluctuating water table and increasing the rate at which available community water supplies are depleted.

Section 6. The City must regulate, manage, conserve, protect and preserve its water supply in such a manner as to ensure a continued adequate supply of water suitable for use by its inhabitants and to protect the health, safety and welfare of its inhabitants.

Section 7. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the adoption of a groundwater management plan.

The City Council considered all oral and written statements, protests and communications made or filed by interested persons. Written protests to the adoption of the plan have been filed and not withdrawn representing property owners owning less than fifty percent of the assessed value of the land within the City subject to groundwater management pursuant to the plan. All oral and written protests and objections are hereby overruled by the City Council.

Section 8. The City Council hereby adopts the "Groundwater Management Plan for the Hollywood Groundwater Basin in Los Angeles County (City of Beverly Hills)," attached hereto as Exhibit A and incorporated herein by this reference.

Section 9. Title 9 of the Beverly Hills Municipal Code is hereby renamed "Building and Property Health and Safety Regulations."

Section 10. Chapter 4 of Title 9 (Building and Property Health and Safety Regulations) of the Beverly Hills Municipal Code is hereby renamed "Water Regulations".

Section 11. Article 6 is hereby added to Chapter 4 (Water Regulations) of Title 9 (Building and Property Health and Safety Regulations) of the Beverly Hills Municipal Code to read as follows:

"Article 6. Water Supply

Sec. 9-4.601 Title and Purpose

This Article shall be known and cited as the Water Supply Ordinance of the City of Beverly Hills. The City Council of the City of Beverly Hills hereby enacts this Article in order to regulate, manage, conserve, protect and preserve the City's water supply in such a manner that the City's water supply, including but not limited to the groundwater resources within the jurisdiction of the City, will remain a viable resource and be put to the most efficient and beneficial use by the City and its inhabitants, while also safeguarding the health, safety and welfare of the inhabitants of the City.

Sec. 9-4.602 Definitions

Unless the context otherwise requires, the following definitions shall govern the construction of this Article:

(a) "Active well" shall mean a water well that is routinely operated and supplies greater than or equal to five percent (5%) of the water supply requirement of the property upon which it is located.

(b) "Basin" shall mean the Hollywood Groundwater Basin.

(c) "Contamination" shall have the meaning set forth in California Water Code Section 13050.

(d) "Emergency" shall mean one of the following circumstances:

(1) An imminent threat of or actual contamination or pollution of the groundwater of the City; or

(2) Jeopardy to the health or safety of the inhabitants of the City; or

(3) An immediate threat of substantial loss of personal or real property within the City.

(e) "Export" shall mean the extraction of groundwater from land overlying the Basin within the Plan Area for use on land outside the Plan Area.

(f) "Extraction" shall mean the act of obtaining groundwater by pumping or by some other controlled means.

(g) "Groundwater" shall mean all water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water which flows in known and definite channels.

(h) "Inactive well" shall mean a well that is not routinely operating but capable of being made operable with a minimum effort.

(i) "Modification" or "repair" shall only mean the deepening of an existing well, or reperforation, sealing or replacement of an existing well casing.

(j) "Person" shall include a governmental entity, unless that entity is exempt from the application of this Article pursuant to state or federal law.

(k) "Plan Area" shall mean those lands within the incorporated boundaries of the City of Beverly Hills as well as those lands within the City's retail water service area, as it may exist from time to time.

(l) "Pollution" shall have the meaning set forth in California Water Code Section 13050.

(m) "Re-entry of a well" shall mean the process of cleaning out by drilling, jetting, or any other method an abandoned or inactive well.

(n) "Well" or "water well" shall mean any artificial excavation constructed by any method for the purpose of

extracting water from the ground. "Well" or "water well" shall not include:

(1) Oil and gas wells, or geothermal wells constructed under the jurisdiction of the California State Department of Conservation, except those wells converted to use as water wells; or

(2) Wells used for the purpose of dewatering excavation during construction; or

(3) Wells used for the purpose of stabilizing hillsides or earth embankments.

(o) Words not otherwise defined in this Chapter shall have the meaning ascribed to them in California Department of Water Resources Bulletin Nos. 74-81 and 74-90, as each may be amended.

Sec. 9-4.603 Multiple Water Supply

(a) Prohibited without Permit. No person owning, leasing, occupying, or having charge or possession of any premises in the City shall supply the premises with potable water received from the City and concurrently supply the premises with potable water received from a water well located on the premises or a water well located on any other premises located within the boundaries of the City, unless:

(1) on the effective date of this Article, the premises is receiving potable water from the City and concurrently receiving potable water from an active well located on the property; or

(2) the person has obtained prior approval from the City by applying for and obtaining a Multiple Water Supply Permit, in accordance with this Article.

(b) Permit Procedures. The Director of Public Works may issue Multiple Water Supply Permits in accordance with Municipal Code Section 4-1.101 et seq.

(c) Permit Application. In addition to any other information required by Municipal Code Section 4-1.102 and any other information the Director of Public Works may deem necessary in order to determine whether a Multiple Water Supply Permit should be issued, an application for a Multiple Water Supply Permit shall include all of the following information:

(1) The applicant's name and address;

(2) The location of the property to which concurrent water supply is sought, including the street address and assessor's parcel number(s);

(3) A description of the legal interest the applicant has in the property (i.e., owner, lessee, renter) and the name and address of the owner of the property if the applicant is not the owner; and

(4) A detailed description of the water supply sources, other than the City, from which the property will be supplied. Such description shall include:

(A) The name and address of the person supplying the water, and the legal description of the property from which the water is supplied;

(B) A plot plan (scale 1/4 inch equals 20 feet) indicating the location of the supply source and detailing the delivery and piping system providing for receipt of the water to the property;

(C) A statement from the person supplying the water describing the legal basis of their water rights and authority to deliver water from their source off the respective property;

(D) The uses to which all water supplied to the property will be put; and

(E) A detailed description of the need for concurrent water supplies to the property, including the reasons why water service from the City alone is inadequate to meet the water requirements of the applicant.

(d) Standards for Permit Issuance. The Director of Public Works may issue a Multiple Water Supply Permit if the Director finds that the Applicant has satisfied the general criteria of Municipal Code Section 4-1.103.

(e) Revocation or Suspension of Permit. The Director of Public Works may revoke or suspend a Multiple Water Supply Permit in accordance with Municipal Code Section 4-1.107 et seq. Upon notification by the City that a Multiple Water Supply Permit is suspended or revoked, the City may terminate City water service to the property, if the premises continues to receive water supplied from a water well located on the property or a water well located on any other property located within the boundaries of the City.

Sec. 9-4.604 Wells

(a) Registration of Wells. Any person operating a well within the City shall register the well within 90 days of the effective date of this Section on a form to be provided by the Department of Public Works. The registration shall contain, but shall not be limited to, the following information:

- (1) The name and address of the operator;
- (2) The address of the property upon which the well is located;
- (3) The approximate location of the well on the property; and
- (4) The purpose of groundwater use.

(b) Metering of Wells. No person shall operate a well within the City unless the well is equipped with a waterflow measuring device or meter, or unless the City Council has expressly exempted the well from this requirement.

(c) Annual Extraction Statements. Any person operating a well within the City shall file with the Department of Public Works, on a form to be provided by the Department of Public Works, an annual extraction statement. The statement shall be signed by the operator under penalty of perjury and shall summarize the amount of percolating groundwater extracted by the operator within the preceding water year or an alternatively designated annual reporting period. The statement shall contain, but shall not be limited to, the following information:

- (1) Total extraction in acre-feet of water from the well;
- (2) The types of use and the acreage served by the well compared to the number of acres owned, leased or controlled by the operator; and
- (3) The method of measuring or computing groundwater extractions.

(d) Permit Required for Installation, Modification or Destruction of Wells. No person shall drill, install or construct a well; inactivate a well; modify or repair an existing, inactive or abandoned well; re-enter an abandoned or inactive well; or destroy an existing, inactive or abandoned well within the boundaries of the City, unless:

- (1) The person has obtained prior approval from the City by applying for and obtaining a Well Permit in accordance with this Article for the specific work to be performed; or
- (2) The well is supplying water to land within the City on the effective date of this Section, provided that the well is used for the same purpose as on the effective date of this Section, and provided that the well is maintained, operated, and used in accordance with the standards and provisions of this Article.

(e) Permit Procedures. The Director of Public Works may issue Well Permits in accordance with Municipal Code Section 4-1.101 et seq.

(f) Permit Application. In addition to any other information required by Municipal Code Section 4-1.102 and any other information the Director of Public Works may deem necessary in order to determine whether a Well Permit should be issued, an application for a Well Permit shall include all of the following information:

- (1) The applicant's name and address;
- (2) The name of the person who will perform the work on the well;
- (3) A statement that the person who is to perform the work on the well is licensed under the provisions of Chapter 9 of Division 3 of the California Business and Professions Code as a well drilling contractor, including the number of such license, and that such license is in full force and effect, and a certificate satisfying the requirements of Section 3800 of the Labor Code; or, a statement that the applicant is exempt from these provisions and the basis of the claimed exemption(s).
- (4) The estimated or proposed depth of the well, casing material, sealing material, sealing method, use of the well, and drilling method to be used;
- (5) A description of the proposed method by which the work is to be performed;
- (6) The location of the property and well site, including the street address and assessor's parcel number(s); and
- (7) A plot plan (scale 1/4 inch equals 20 feet) indicating the location of the well with respect to the following items:
 - (A) Property lines;
 - (B) Sewage disposal systems or works carrying or containing sewage or industrial wastes within a two hundred foot radius of the proposed well;
 - (C) Perennial, seasonal, natural or artificial water bodies or water courses, including, if applicable, the location of the one hundred year floodplain;
 - (D) The drainage pattern of the property;
 - (E) Existing wells on the property, whether put to domestic, industrial, agricultural or other use;

(F) Access roads and easements (including water, sewer, utility, and roadway easements);

(G) The approximate ground level elevation of well site above mean sea level and the source of said information;

(H) Existing and/or proposed structures; and

(I) Animal or fowl enclosures, pens, paddocks, stockyards within a two hundred foot radius of the proposed well site.

(g) Standards for Permit Issuance. The Director of Public Works may issue a Well Permit if the Director finds that the Applicant has satisfied the general criteria of Municipal Code Section 4-1.103, and:

(1) that the proposed well complies with the design and spacing requirements adopted by the City with respect to wells;

(2) that water service from the City is not available to serve the reasonable water requirements of the property on which the well is proposed to be located; and

(3) the proposed well and its attendant uses will not unreasonably impair the rights of other operators, or the health, safety and welfare of the residents of the City or its customers.

(h) Guarantee of Performance. Prior to the issuance of a Well Permit, the person drilling the well shall post with the City a cash deposit or bond to guarantee compliance with the terms of this chapter and the applicable permit. Such deposit or bond shall be in the amount deemed necessary by the Director of Public Works to include but not be limited to the remedy of improper work, but not in excess of the total estimated cost of such work. Eighty-five percent of the deposit or bond shall be returned to the permittee when the work has been completed to the satisfaction of the City; the remaining fifteen percent of the bond shall be returned after one year of satisfactory well operation as determined by the City. These percentages may vary to cover special conditions and circumstances in order to guarantee performance and compliance with this Article. Licensed well drilling contractors shall not be required to post a bond or deposit guaranteeing performance.

(i) Performance of Work. All work pursuant to a Well Permit shall be performed in accordance with those standards for constructing, drilling, installing, or inactivating a well; modifying or repairing an existing, inactive or abandoned well; re-entering an abandoned or inactive well; or destroying an existing, inactive or abandoned well set forth in Bulletin Nos.

74-81 and 74-90 published by the California Department of Water Resources.

(j) Scope of Permit. A Well Permit issued for construction of a well covers the construction of one complete well. If the well driller proposes to change the site of the well from that shown on the site plan of a permit, the change in site must be pre-approved by the City prior to drilling.

(k) Abandoned or Inactive Wells. Any operator of a well that abandons the well after the effective date of this Article shall give written notice of the abandonment to the Department of Public Works within 60 days after the abandonment. An abandoned well shall be properly destroyed in accordance with the requirements of California Department of Water Resources Bulletin Nos. 74-81 and 74-90. An inactive well shall be considered abandoned and proper destruction required when it has been operated for less than 8 hours of pumping in any 12-month period, or if it is in such a state of disrepair that it cannot be made functional, or if it is a monitoring well from which no data has been taken for a period of 24 months, unless a Well Permit for inactivation is applied for and obtained in accordance with this Article before expiration of the 12-month inactive period. An inactive well must be maintained in accordance with the requirements of California Department of Water Resources Bulletin Nos. 74-81 and 74-90.

(l) Multiple Water Supply. Notwithstanding any other provision of this Section, no person shall drill, install or construct a well; modify or repair an existing, inactive or abandoned well; or re-enter an abandoned or inactive well, if that action will result in a violation of Section 6.03 of this Article.

(m) Emergency. Notwithstanding any other provision of this Section, in the event of an emergency, a person may construct, drill, and install a well, inactivate a well, modify or repair an existing, inactive or abandoned well, re-enter an abandoned or inactive well; or destroy an existing, inactive or abandoned well without the Well Permit required by this Section, provided that:

(1) Such work is performed in conformance with the standards set forth in this Article;

(2) The City is notified of such emergency work no later than the following City working day from initiation of such emergency work; and

(3) An application for the required permit is made within three working City days after initiation of such emergency work.

(n) Exemptions. The operator of an active well from which less than 1.5 acre feet per year is extracted is exempt from the provisions of this Section, except that the operator must still register the well in accordance with subsection (a) of this Section.

Sec. 9-4.605 Transfer to Non-Adjoining Parcel

(a) Permit Required. An operator of a well shall not sell, lease or otherwise transfer water from one legal parcel to a nonadjoining legal parcel without obtaining prior approval from the City by applying for and obtaining a Water Transfer Permit, in accordance with this Article.

(b) Permit Procedures. The Director of Public Works may issue Water Transfer Permits in accordance with Municipal Code Section 4-1.101 et seq.

(c) Standards for Permit Issuance. The Director of Public Works may issue a Water Transfer Permit if the Director finds that the nonadjoining parcel is not concurrently receiving water service from the City and that the Applicant has satisfied the general criteria of Municipal Code Section 4-1.103.

(d) Limit on Amount Transferred. The well operator may only transfer up to the average amount of the water which was consumptively used annually in the five year period preceding the calendar year in which the transfer is requested. If the well was in operation for less than five years prior to the request for transfer, the Director may establish a limit on the amount of water which may be transferred, based on the amount of water consumptively used from the well in the years immediately prior to the request or the average amount of water consumptively used annually from similar wells in the area.

(e) Other Conditions on Transfers. The well operator shall comply with any other conditions imposed by the City to avoid injury to existing lawful users and the environment.

Sec. 9-4.606 Export from Basin or Plan Area

(a) Permit Required. No person shall export groundwater from the Basin or the Plan Area without obtaining prior approval from the City by applying for and obtaining a Water Export Permit, in accordance with this Article. Exports existing on the effective date of this Section shall be exempt from the provisions of this Section.

(b) Permit Procedures. The Director of Public Works may issue Water Export Permits in accordance with Municipal Code Section 4-1.101 et seq.

(c) Standards for Permit Issuance. The Director of Public Works may issue a Water Export Permit if the Director

finds that the applicant has satisfied the general criteria of Municipal Code Section 4-1.103, has obtained all necessary permits required by law, and has demonstrated that a surplus of water exists capable of safe export without injury to existing beneficial uses of groundwater within the Basin or Plan Area.

(d) Time Limit on Water Export Permits. All Water Export Permits shall be valid for a specified period of time.

(e) Reduction or Suspension of Export. All Water Export Permits shall declare that they are subject to the right of Beverly Hills to further condition, reduce or suspend the permit where necessary to protect beneficial uses of water within the Basin or the Plan Area. The City may reduce or suspend any export of water whenever the export is determined to be causing an unreasonable interference with the ability of the City to meet its retail water supply needs or any other material injury within the Basin or the Plan Area, or whenever the Plan Area is in an overdraft condition and alternative water supplies are not available to rectify the condition. The City Council shall conduct a public hearing prior to terminating or reducing exports from the Basin to consider other appropriate measures to address the overdraft conditions and to consider information presented by any affected well operator.

Sec. 9-4.607 Storage or Recapture of Imported or Developed Water

(a) Permit Required. No person shall operate a project to store and recapture imported or developed water within the Basin without obtaining prior approval from the City by applying for and obtaining a Storage and Recapture Permit, in accordance with this Article.

(b) Permit Procedures. The Director of Public Works may issue Storage and Recapture Permits in accordance with Municipal Code Section 4-1.101 et seq.

(c) Standards for Permit Issuance. The Director of Public Works may issue a Storage and Recapture Permit if the Director finds that the applicant has satisfied the general criteria of Municipal Code Section 4-1.103.

(d) Exemption. Storage and recapture facilities existing on the effective date of this Section shall be exempt from the provisions of this Section.

Sec. 9-4.608 Activities Degrading or Contaminating Water Supply

No person shall undertake any activity within three hundred (300) feet of a well used to supply domestic uses that could materially degrade or contaminate a domestic water supply.

Sec. 9-4.609 Permit Issuance as Discretionary Act

The issuance of permits pursuant to this Article shall be deemed a discretionary act, and issuance shall be in the sole discretion of the Director of Public Works given the standards and policies set forth in this Article. In approving discretionary permits, the Director of Public Works is hereby authorized to impose any reasonable conditions, modifications, or limitations on any part of the application which are deemed necessary to eliminate or substantially mitigate any significant adverse impact on the environment, the City's groundwater resource and other City water supply sources, or the health and safety of the inhabitants of the City and to otherwise carry out the purpose and goals of this Article. As a discretionary act, issuance of a permit requires compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.)

Section 9-4.610 Revocation or Suspension of Permits

The Director of Public Works may revoke or suspend permits issued pursuant to this Article in accordance with Municipal Code Section 4-1.107 et seq.

Section 9-4.611 Right of Entry to Inspect

The City shall have the right to enter upon any property at any reasonable time to make inspections and examinations for the purposes of enforcement of this Article, subject to the provisions of Code of Civil Procedure Section 1822.50 et seq.

Section 9-4.612 Appeals from Denial, Suspension, Revocation

Any person whose application for a permit pursuant to this Article has been denied, or whose permit has been suspended or revoked, by the Director of Public Works may appeal to the City Council in accordance with Chapter 4 of Title 1 of this Code."

Section 12. This ordinance adopts rules and regulations pursuant to Water Code Section 10753.8 to implement and enforce the Groundwater Management Plan for the Hollywood Groundwater Basin in Los Angeles County (City of Beverly Hills). The City Council has considered the potential impact of these rules and regulations on business activities, including agricultural operations. The rules and regulations adopted in this ordinance minimize any adverse impacts on those business activities to the extent practicable and consistent with the protection of groundwater resources.

Section 13. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general

circulation published and circulated in the City within fifteen (15) days after its passage, in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and her certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

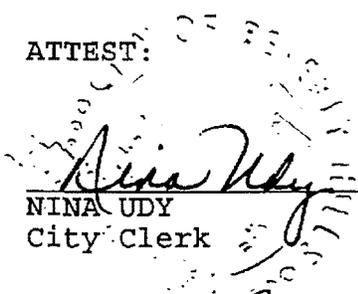
Section 14. This ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

Adopted: May 4, 1999



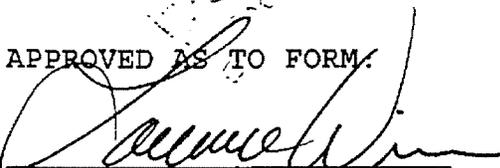
THOMAS S. LEVYN
Mayor of the City of
Beverly Hills, California

ATTEST:

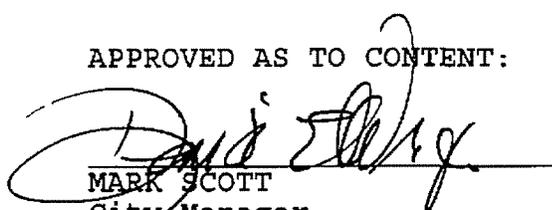

NINA UDY
City Clerk

(SEAL)

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


MARK SCOTT
City Manager
DAN WEBSTER
Director of Public Works

**GROUNDWATER MANAGEMENT PLAN FOR THE
HOLLYWOOD GROUNDWATER BASIN IN LOS ANGELES COUNTY
(CITY OF BEVERLY HILLS)**

*WATER CODE SECTION 10750 ET SEQ.
PLANNING AGENCY:
CITY OF BEVERLY HILLS*

ARTICLE I
PREAMBLE

SECTION 101. The City of Beverly Hills (Beverly Hills) is a general law city, authorized to engage in the provision of water service to its customers pursuant to Government Code Section 38730 et seq. Beverly Hills presently provides retail water service through the operation of a municipally owned water system and is a local agency within the meaning of Water Code Section 10753(a).

SECTION 102. The incorporated boundaries of Beverly Hills and its extra-territorial service area overlie the historically accepted boundaries of the Hollywood Groundwater Basin (Basin). The Basin encompasses an area of approximately 15 square miles. The Basin is thought to be comprised of three separate but related aquifers with a total storage capacity estimated at approximately 80,000 acre feet.

Beverly Hills has conducted a hydrologic analysis of the Basin on several occasions and most recently in a report prepared by Boyle Engineers in February of 1996. The study generally confirms the previously accepted hydrologic boundaries for the Basin as well as the estimate of the total available storage.

SECTION 103. Over the years, quantity and quality problems have been identified for groundwater stored in and extracted from the Basin. The water quality problems include a high total dissolved solids concentration which renders the local water unsuitable for domestic use. In addition, conditions of groundwater overdraft were consistently identified during the period of record 1940-1960. The exact safe yield of the Basin under present operating conditions is unknown. However, studies performed under the direction of Beverly Hills have consistently estimated the safe yield for the Basin to be approximately 3,000 acre feet per year.

SECTION 104. The precise amount of groundwater extracted from the Basin under existing operating conditions is unknown. However, Beverly Hills has historically extracted in excess of 10,000 acre feet per year of local groundwater with more than 4,000 acre feet of this production coming from the Basin. Although Beverly Hills temporarily ceased its historical extractions from the Basin in 1976, it simultaneously proceeded to file its annual Cessation of Water Use with the California Department of Water Resources for each year thereafter to preserve and protect its historical prescriptive right to groundwater within the Basin.

SECTION 105. Beverly Hills desires and intends to pursue the development of local groundwater resources within the Basin and to adopt a management plan (Plan) which will protect its reliance upon this supply.

SECTION 106. Beverly Hills will work cooperatively with other interested parties to develop groundwater management goals and objectives. Beverly Hills intends to manage groundwater underlying those lands within its incorporated boundaries as well as those lands within its retail water service area, as it may exist from time to time (Plan Area). Beverly Hills seeks to carry out this Plan in accordance with Water Code Section 10750 et seq. and pursuant to its police power authority to promote and protect the health, safety and welfare of its

citizens. Nothing herein shall be construed as waiving, limiting or abrogating the power and authority of Beverly Hills to manage, regulate or control the use of water within the Plan Area under any federal, state or local law.

**ARTICLE II
ADOPTION OF PLAN**

SECTION 201. Beverly Hills is authorized to develop and implement a groundwater management plan in accordance with Water Code Section 10750 et seq. and pursuant to its police power authority to promote and protect the health, safety and welfare of its citizens.

SECTION 202. Beverly Hills finds and declares that the management of ground-water within the Plan Area is in the public interest and will provide for the common benefit of water users within the Plan Area.

SECTION 203. Beverly Hills has considered the potential impact of this Plan upon business activities within the Plan Area and it has determined that the adoption of this Plan will provide benefits to municipal, commercial, industrial and agricultural uses which outweigh any economic hardship that may result.

**ARTICLE III
ADMINISTRATION OF PLAN**

SECTION 301. Beverly Hills has determined that the administration of this Plan can be best accomplished through a Technical Committee appointed by and under the supervision of the City Council.

SECTION 302. The City Council shall appoint a Technical Committee comprised of licensed engineers, geologists, hydrogeologists, hydrologists, or other water professionals to review the data, studies, reports and information which are collected, received or prepared by Beverly Hills. Eligibility for service on the Technical Committee is to be determined by rules and conditions the City Council may hereafter establish. However, the following general guidelines shall control. Eligibility to serve upon the Technical Committee shall be limited to those persons with technical expertise in water-related fields, e.g., engineering, hydrology, geology, and water supply and management. In no case may more than three individuals serve on the Technical Committee at any one time. Members of the Technical Committee shall serve at the discretion of the City Council.

SECTION 303. The Technical Committee shall meet and confer from time to time and shall operate pursuant to the rules, regulations and procedures which may hereafter be established by the City Council and it shall have only those powers set forth herein. The Technical Committee shall conduct investigations, review and evaluate technical problems and concerns that may arise from time to time, and it shall perform the duties and functions established under this Plan.

SECTION 304. The Technical Committee shall submit input and recommendations to the City Council in the form of a report. The failure of the Technical Committee to undertake any action specified under this Plan shall not in itself invalidate any measure or preclude the City Council from taking any measure otherwise authorized herein.

**ARTICLE IV
PLAN AREA**

SECTION 401. For the purpose of carrying out the goals and objectives identified herein, the boundaries of the Plan Area are limited to the Basin and surrounding lands located within the County of Los Angeles and within the boundaries of Beverly Hills and its retail water service area.

SECTION 402. Beverly Hills acknowledges that in some cases actions carried on outside the Plan Area may have an impact on the water supply and water production, distribution and treatment facilities within the Plan Area. However, through concentrated groundwater management efforts within the Plan Area and within the sphere of influence of Beverly Hills, this Plan will protect local groundwater supplies and the recovery of imported nontributary supplemental water that may be stored within the Plan Area from time to time.

**ARTICLE V
DEFINITIONS**

SECTION 501. Unless expressly otherwise provided in the ordinances, resolutions, rules, regulations and agreements implementing the provisions of this Plan, and unless the context clearly indicates otherwise, the definitions in this Article shall control the interpretation of the Plan.

SECTION 502. "Aquifer" means a geologic formation or structure that transmits or stores water in sufficient quantities to supply the extraction of water by wells, springs or other controlled means.

SECTION 503. "Available water supply" means that quantity of water which can safely be withdrawn in any given year from the Basin without resulting in or aggravating conditions of overdraft, such as subsidence or water quality degradation. Available water supply of the Basin includes the naturally occurring supplies which are derived from precipitation, subsurface inflow and stream recharge. Available water supply also includes that amount of water which would not have been available to the Basin through natural recharging events, such as imported water and any other water supply which, by virtue of the efforts of one or more individuals, serves to replenish the Basin. Available water supply may include water added to the Basin through conjunctive use, water reclamation, and desalination as well as the return flows from these sources.

SECTION 504. "Basin" means the Hollywood Groundwater Basin as defined in Exhibit A, attached hereto and incorporated herein.

SECTION 505. "City Council" means the City Council of the City of Beverly Hills.

SECTION 506. "Cathodic Protection" means the technique to prevent the corrosion of a metal surface by making that surface the cathode of an electrochemical cell.

SECTION 507. "Conjunctive use" means the coordinated operation of groundwater and surface water supplies to add reliability to existing supplies and to maximize the number of beneficial uses that may be safely supplied with water.

SECTION 508. "Department" means the Public Works Department of the City of Beverly Hills.

SECTION 509. "Export" means the extraction of groundwater from land overlying the Basin within the Plan Area for use on land outside the Plan Area.

SECTION 510. "Extraction" means the act of obtaining groundwater by pumping or by some other controlled means.

SECTION 511. "Extraction facility" means any device or method for the extraction of groundwater.

SECTION 512. "Groundwater" means all water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water which flows in known and definite channels.

SECTION 513. "Groundwater basin" means a geologically and hydrologically defined area, consisting of one or more aquifers and which stores and transmits significant quantities of water.

SECTION 514. "Groundwater management programs" mean programs, measures, or actions taken to preserve, monitor, protect, and enhance groundwater resources within the Plan Area.

SECTION 515. "Operator" means a person who operates an extraction facility. If Beverly Hills is unable to determine who operates a particular extraction facility, then "operator" shall mean the person assessed by the county assessor or, if not separately assessed, the person who owns the land upon which the extraction facility is located.

SECTION 516. "Overdraft" means the condition of the Basin where the average annual amount of water extracted from the Basin exceeds the average annual supply of water to the Basin.

SECTION 517. "Person" means any state or local governmental agency, private corporation, firm, partnership, individual, group of individuals, or to the extent authorized by law, any federal agency.

SECTION 518. "Plan Area" means the area within the incorporated boundaries of Beverly Hills as well as those lands within its retail water service area, as it may exist from time to time, as identified in Exhibit B, attached hereto and incorporated herein.

SECTION 519. "Recharge" means the natural or artificial replenishment of groundwater storage by subsurface infiltration, percolation or injection of one or more sources of water.

SECTION 520. "Replenishment" means the spreading or injection of water for the purpose of enhancing the recharge to the Basin, or otherwise adding to the storage of groundwater within the Basin by return flows from supplemental water.

SECTION 521. "Supplemental water" means surface water or groundwater imported from outside the watershed or watersheds of the Basin and other water supplies that are conserved and added to the natural sources of recharge to the Basin, which would have been otherwise lost or would not have reached the Basin.

SECTION 522. "Technical Committee" means the committee of individuals with technical expertise in the field of water resources that shall be appointed by the City Council as provided herein.

SECTION 523. "Well interference" means a substantial static water level decline in a short period of time in a localized area, which is caused by the pumping of groundwater from extraction facilities.

ARTICLE VI GOALS AND OBJECTIVES

SECTION 601. The objective of this Plan is to ensure that sufficient water resources are available to satisfy the present and projected beneficial uses of water within the Plan Area. This Plan is designed to protect groundwater quality within the Plan Area and to balance long-term average annual replenishment with extractions and other losses to the Basin within the Plan Area as may be consistent with the public interest. This Plan is also designed to protect the substantial reliance upon the Basin to satisfy the water requirements of the businesses and residents of Beverly Hills.

SECTION 602. Beverly Hills acknowledges the existence of a substantial body of scientific and technical reports that express the opinion that the Basin was in a continuous state of overdraft for the historical period of record between 1940-1960. Since 1976, Beverly Hills has discontinued its extraction of groundwater from the Basin and, therefore, the exact safe yield of the Basin under existing conditions is unknown.

SECTION 603. In recognition of the historic overdraft conditions in the Basin, and because of the relatively low costs and high reliability of imported water supplies, Beverly Hills, without abandoning its prior and paramount rights to groundwater, elected to temporarily discontinue its extraction of local groundwater in 1976 and to participate in the acquisition of high-quality imported supplemental water through its indirect participation in the State Water

Project through the Metropolitan Water District of Southern California. However, Beverly Hills has always intended, and retained its authority, to return to the Basin to meet its present and future long-term water supply requirements. Through concentrated management efforts within the Plan Area, Beverly Hills will fulfill its management objectives by protecting local groundwater supplies within the Plan Area for public use.

SECTION 604. This Plan will provide proper management and full protection of the quantity and quality of local groundwater supplies within the Plan Area, while also maximizing opportunities for the use of imported water supplies as well as any other nontributary supplemental water which may be obtained by Beverly Hills.

ARTICLE VII STUDIES AND INVESTIGATIONS

SECTION 701. To ensure that its actions are taken in accordance with the public interest, and to ensure against the use of unnecessary and potentially burdensome management techniques, Beverly Hills may routinely collect data and conduct or receive necessary and relevant studies for the purpose of protecting and/or enhancing the quantity and quality of groundwater within the Basin.

SECTION 702. Beverly Hills is authorized to collect data and conduct technical investigations to carry out this Plan. All data collection and/or technical investigations authorized under this Plan shall be carried out by the Technical Committee, subject to periodic review by the City Council. The City Council, upon receiving input and recommendations from the Technical Committee, shall evaluate and consider the adequacy of existing information and hydrologic studies which have been compiled by the State Department of Water Resources, the County of Los Angeles, Beverly Hills and any other available source before commissioning any new studies under this Section.

SECTION 703. The Technical Committee shall from time to time prepare a report on the status of the Basin and the Plan Area. The report shall include an estimate of annual water supply replenished to and lost or extracted from the Basin within the Plan Area in the preceding reporting year. The report shall include any other information which the City Council deems relevant and necessary to the effective management of groundwater within the Plan Area, including changes in water levels and the amount of usable available water supplies which are held in storage.

- a. **Collection and Analysis of Data/Preparation of an Annual Report on Hydrologic Conditions:** Data related to the hydrologic inventory of the Basin within the Plan Area shall be collected and reviewed annually as a component of the annual report. Principal factors to be considered shall include surface water imported to the Basin, recharge to the Basin from infiltration of return flows, supplemental water, rainfall and stream flow seepage, evapotranspiration, discharge from the Basin as surface flow, and extractions from the Basin within the Plan Area by private and public wells.

b. **Preference for Utilization of Existing Data Bases:** To avoid incurring unnecessary costs, the Technical Committee shall investigate and determine the status and adequacy of existing studies and monitoring programs carried out within the Basin by federal, state and local agencies and make recommendations to the City Council as to the need for additional data. Where possible, existing data collection programs should be incorporated into the annual report.

c. **Expansion of Data Collection Efforts:** Where significant and important data is missing or incomplete, the Technical Committee shall make recommendations to the City Council on methods to acquire more complete data.

SECTION 704. Beverly Hills may prepare or receive reports on groundwater and supplemental water supplies and conditions within the Plan Area. Beverly Hills may identify information useful to a water replenishment or conjunctive use project and prepare reports on the utility of conjunctive use or replenishment projects within the Plan Area.

SECTION 705. Beverly Hills may prepare or receive reports on groundwater quality within the Basin. Beverly Hills may identify additional plans, programs or projects for the protection of water quality.

ARTICLE VIII MONITORING

SECTION 801. To protect and/or enhance the quality and quantity of water within the Basin, Beverly Hills may conduct a Basin monitoring program. The monitoring program may consist of the measures identified in this Article and may be implemented by the adoption of rules and regulations.

a. **Monitoring Basin Conditions:** The ongoing collection and analysis of Basin hydrologic data are important elements of the Plan. Monitoring is essential to characterize Basin conditions within the Plan Area and to provide the technical information needed to make decisions regarding the optimal use and management of the Basin. Monitoring of the Basin will assist in the preparation of reliable studies and investigations and will enable Beverly Hills to identify changing conditions and the need to implement specific programs, and to document the accomplishments of the groundwater management programs. The Technical Committee shall make recommendations to the City Council, from time to time, concerning the adequacy of existing monitoring programs and the desirability of reducing or expanding those efforts.

b. **Monitoring Changes in Water Levels:** Beverly Hills may include one or more monitoring wells within the Plan Area for the purpose of monitoring changes in the amount of groundwater held in storage and the impact that water use practices and the environment have on the Basin. The number and location of these wells shall be determined by the City Council, upon receiving input and a recommendation from the Technical Committee.

c. **Monitoring Water Quality Conditions:** Beverly Hills may include one or more monitoring wells within the Plan Area for the purpose of measuring water quality conditions within the Basin. The number and location of these wells shall be determined by the City Council, upon receiving input and a recommendation from the Technical Committee.

SECTION 802. The City Council may adopt regulations requiring each well operator to register the well, to equip the well with a waterflow measuring device or meter, and/or to file periodic statements with the Department regarding well extractions.

SECTION 803. The Department shall prepare an annual estimate of the amount of water extracted from the Plan Area by each well operator and of the total cumulative groundwater extractions within the Plan Area.

**ARTICLE IX
THE PROTECTION OF WATER QUALITY AND QUANTITY**

SECTION 901. The City Council may adopt regulations requiring a person installing a new, or replacing an existing, extraction facility within the Plan Area to obtain a well permit. Upon receiving input and a recommendation from the Technical Committee, the City Council may adopt design and construction standards for extraction facilities within the Plan Area. The design and construction standards shall be at least as stringent as provided in the California Model Well Code and shall include cathodic protection. Upon receiving input and a recommendation from the Technical Committee, the City Council may impose reasonable spacing requirements on extraction facilities and other reasonable operating regulations on the operators of extraction facilities to minimize well interference and to protect against water quality degradation, salt-water intrusion and land subsidence. Upon review of an operator's application for a well permit, and upon receiving input and a recommendation from the Technical Committee, the Director of Public Works may, in his or her discretion, accept the operator's demonstrated compliance with the well construction standards established by the County of Los Angeles as otherwise applicable within the Plan Area.

SECTION 902. The City Council may adopt regulations requiring a person operating a project to store and recapture imported or developed water within the Basin to obtain a storage and recapture permit.

SECTION 903. The City Council may adopt regulations requiring a person operating a project to export water from the Basin or Plan Area to obtain an export permit.

SECTION 904. Water supply conditions within the Plan Area may vary from year to year. However, in conditions of prolonged drought or extreme water shortage, additional regulation of groundwater extractions may be required. The City Council may adopt additional rules and regulations as necessary to implement this Plan, Water Code Section 350 et seq. or any other provision of law.

a. **Establishment of Basin Storage Capacity Threshold, Reduction of Extractions, Undertaking of Replenishment Activities:** Water levels in the Basin may fluctuate considerably in response to pumpage, recharge and climatic cycles. The minimum recommended storage capacity of the Basin is 30,000 acre feet. Upon recommendation of the Technical Committee, the City Council may adopt rules and regulations to reduce extractions or undertake replenishment activities to bring the Basin extractions within the long-term safe yield or a managed overdraft condition for the Plan Area when total usable storage is estimated to be less than 30,000 acre feet. The City Council shall not adopt restrictions on water extractions within the Plan Area until it has determined that present water replenishment efforts are insufficient and further that additional replenishment efforts are infeasible.

b. **Protection of Essential Interior Household Domestic and Other Uses:** In the event of prolonged drought or extreme water shortage, the City Council may take action to ensure that essential interior household domestic, health, sanitation and fire protection uses are protected.

SECTION 905. The availability of supplemental water to any operator shall not subject that operator to regulations more stringent than other operators.

SECTION 906. In the event the City Council adopts restrictions on the extraction of groundwater, the following beneficial uses shall be deemed to have the following priority to available water supplies:

- (a) Fire, health and sanitation within the Plan Area; then
- (b) Essential household domestic uses; then
- (c) All other uses within the Plan Area; then
- (d) All other uses overlying the Basin; then
- (e) Essential export uses; then
- (f) All other uses.

SECTION 907. Upon a determination that a significant threat of water quality degradation exists within the Plan Area, the City Council may direct the Technical Committee to conduct an analysis and report to the City Council on the magnitude of the degradation problem and potential remedial measures required to reverse or mitigate the degradation. The analysis shall be completed within one year from the City Council's determination of degradation.

SECTION 908. Upon a determination that ground levels are subsiding within the Plan Area, the City Council may direct the Technical Committee to conduct an analysis and report to the City Council on the magnitude of the subsidence problem and potential remedial

measures required to mitigate the subsidence. The analysis shall be completed with one year from the City Council's determination of subsidence.

SECTION 909. Beverly Hills shall comply with the provisions of the Best Management Practices Memorandum, compiled by the California Urban Water Conservation Coalition in 1991.

SECTION 910. The amount of water applied under agricultural operations, landscape and greenbelt uses may vary significantly. Likewise, differences in soil conditions, crop and plant water requirements (water duty) may significantly impact the extent of return flows for a given operation. Increased water efficiency of agricultural operations, landscape and greenbelt uses shall be encouraged through a program of education and incentives, which may include, but shall not be limited to, the following:

- a. Educational materials to assist agricultural operations, landscape and greenbelt uses to become as water efficient as possible;
- b. References to public and private programs and materials designed to improve the water efficiency of agricultural operations, landscape and greenbelt uses; and
- c. Recommending the use of reclaimed water in lieu of potable water supplies, where consistent with the provisions of Water Code Section 13550 et seq.

SECTION 911. Beverly Hills shall confer with the County of Los Angeles and the California Regional Water Quality Control Board to determine whether this Plan can be coordinated with ongoing efforts of the County and the Regional Board on matters related to water quality.

SECTION 912. All operators within the Plan Area shall exercise good faith to avoid the possibility of contaminating groundwater within the Plan Area.

**ARTICLE X
IMPLEMENTING RULES AND REGULATIONS**

SECTION 1001. The City Council may adopt complementary ordinances from time to time to implement the purposes set forth in this Plan. In addition, the City Council may, by resolution, adopt rules and regulations from time to time to implement provisions of this Plan.

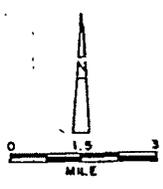
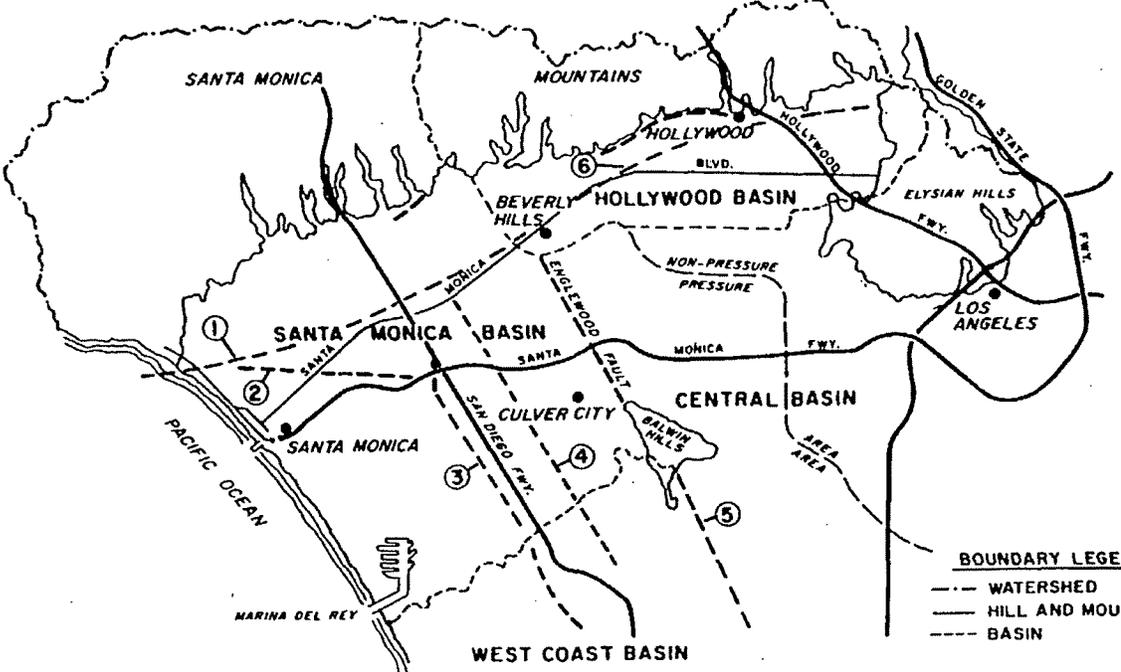
**ARTICLE XI
COORDINATION**

SECTION 1101. The Basin encompasses a hydrologic area which may have some continuity to other groundwater basins in Los Angeles County. While it may be possible to develop a single groundwater management plan for a larger hydrologic area, such a management effort is presently infeasible. There are a number of political entities that overlie the potentially

related hydrologic basins. Moreover, some of the neighboring groundwater basins are subject to court-administered adjudications and expressly exempted from the provisions of Water Code Section 10750 et seq. Finally, Beverly Hills has placed substantial reliance upon existing groundwater supplies within the Basin to meet the short and long term water supply requirements of its customers. Accordingly, Beverly Hills has a unique interest in the local groundwater within the Basin, having planned, designed and proceeded with the construction of water supply extraction facilities for the purpose of fully developing the Basin at great expense to Beverly Hills.

SECTION 1102. Beverly Hills acknowledges the possibility that other groundwater management efforts may proceed for groundwater basins in close proximity to the Basin. These efforts may result in the successful formulation of groundwater management plans. Beverly Hills shall attempt to meet with other local agencies that have adopted groundwater management plans that overlie other groundwater basins which may have an impact on the Basin.

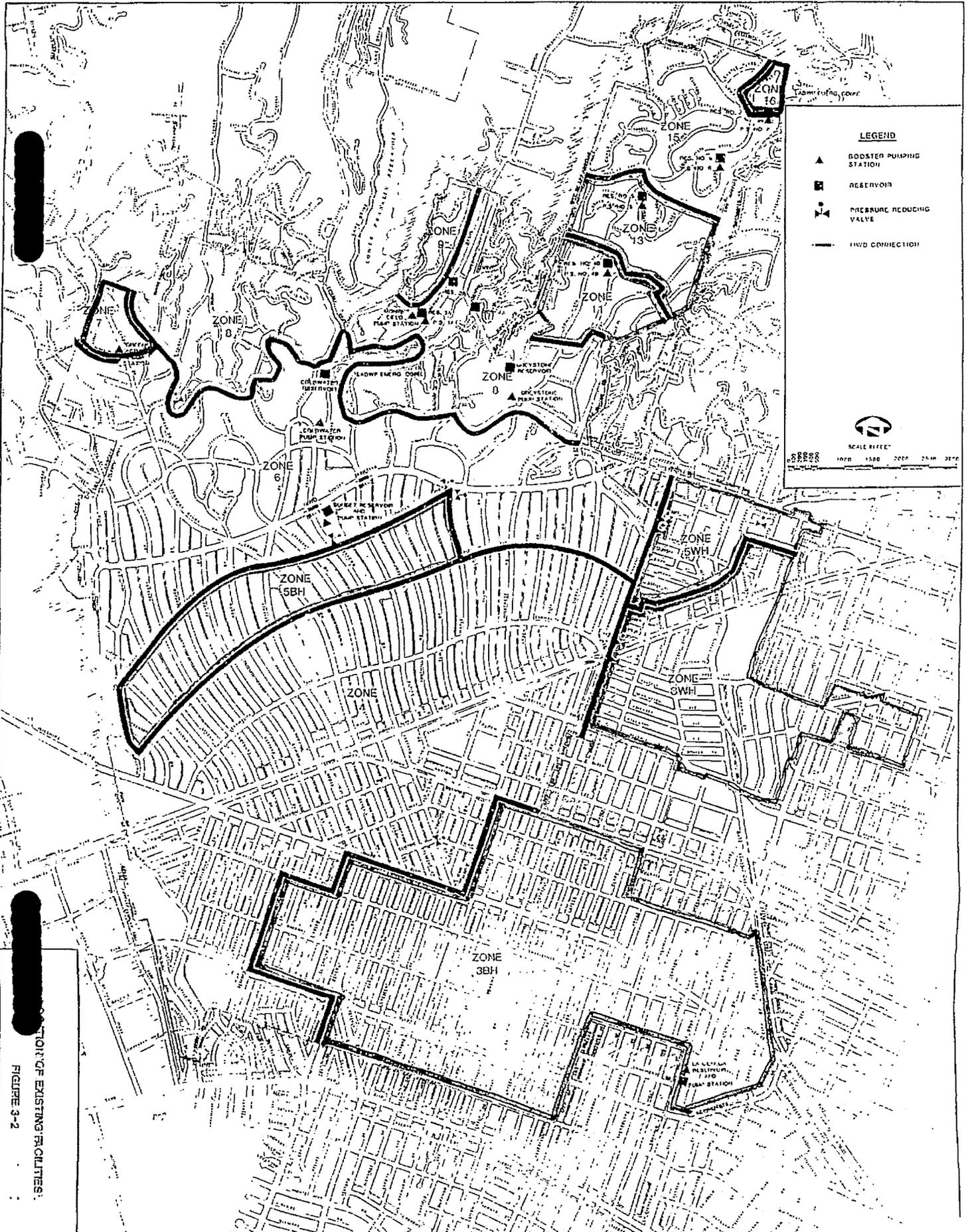
EXHIBIT A



BOUNDARY LEGEND
 - - - WATERSHED
 ——— HILL AND MOUNTAIN
 - · - · - BASIN

2822

EXHIBIT B



LOCATION OF EXISTING FACILITIES:
FIGURE 3-2