



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

**WQA ADMINISTRATIVE/FINANCE COMMITTEE
AND SPECIAL MEETING OF THE BOARD OF DIRECTORS
TO BE HELD ON TUESDAY, AUGUST 13, 2019 AT 10:00 A.M.
AT
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

**The Administrative/Finance Committee meeting is noticed as a joint committee meeting with the Board of Directors for the purpose of compliance with the Brown Act. Members of the Board that are not assigned to the Administrative/Finance Committee may attend and participate as members of the Board, whether or not a quorum of the Board is present. In order to preserve the function of the Committee as advisory to the Board, members of the Board who are not assigned to the Administrative/Finance Committee will not vote on matters before the Committee*

AGENDA

Committee Members: **Mike Whitehead, Bob Kuhn and Mark Paulson**

Liaison Member: **Dave Michalko**

- I. Call to Order
- II. Public Comment
- III. Discussion Regarding Affirmation of WQA Investment Policy and Guidelines
 [enc]
- IV. Report on Cash and Investments – 2nd Quarter 2019 [enc]
- V. Discussion Regarding ACWA Region 8 Elections for 2020/2021 [enc]
- VI. Discussion Regarding ACWA Committee Appointments for the 2019/2020
 term [enc]
- VII. Discussion Regarding Proposal from CV Strategies for Website Redesign
 [enc]
- VIII. Discussion Regarding Proposed Services Provided by Civic Publications [enc]
 - a. Public Outreach (Advertorials)
 - b. Annual Report
 - c. Accounting Services

- IX. Executive Director's Report
- X. Discussion Regarding MOU with LADWP for 97-005 Guidance Manual [enc]
- XI. Adjournment



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AGENDA SUBMITTAL

To: WQA Administrative / Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: Affirm WQA Investment Policy and Guidelines

Recommendation / Proposed Action

Staff is requesting that Administrative Procedure No. 26, Investment Policy and Guidelines be affirmed as of August 21, 2019 as part of the procedures for the current fiscal year 19/20.

Discussion

WQA's Administrative Procedure No. 26, Investment Policy and Guidelines was last updated on September 25, 2013 in accordance with the relevant Government Code Sections and the Local Agency Investment Guidelines. Procedure No. 26 was affirmed by the Board last fiscal year on June 20, 2018.

The investment guidelines require that WQA invest its public funds in a manner which will provide the highest investment return while meeting the daily cash flow demands, maintaining an appropriate risk level and conforming to all state and local statutes. Procedure No. 26 itemizes the acceptable investment instruments for the WQA and includes a specific requirement that investments be limited to a 12 month term.

The WQA Investment Policy was discussed briefly at the February 12 Administrative/Finance Committee meeting. The discussion arose during the presentation of the audited financial statements for the fiscal year 18/19 and was not a separate discussion item for that meeting. At that time, the Committee agreed that the policy was acceptable as is, and did not need to be modified.

Attachments:

Administrative Procedure No. 26

SAN GABRIEL BASIN WATER QUALITY AUTHORITY
Policy and Procedure Manual

ADMINISTRATIVE PROCEDURES

No. 26

Date: 6/19/95 Revised: 9/25/13 Affirmed: 6/21/17 Affirmed: 6/20/18

INVESTMENT POLICY AND GUIDELINES

Approve: _____

POLICY

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern.

The legislative body of a local agency may invest monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Section 53601.

It is the policy of the San Gabriel Basin Water Quality Authority (WQA) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands and conforming to all statutes governing the investment of public funds.

PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the WQA, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (California Government Code Section 53600.3) and shall be applied in the context of managing an overall portfolio. WQA's Board of Directors, acting in accordance with WQA written procedures and this investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

SCOPE

WQA's Board of Directors may invest that portion of WQA funds not required for immediate expenditure as is deemed wise or expedient and in compliance with the governing provision of law as set forth in this investment policy.

Any reference to portfolio shall mean the total of the WQA's cash and securities under management by WQA's Board of Directors. Those securities held in trust or escrow by a trustee or escrow agent on behalf of the WQA are invested under the direction of WQA's Board of Directors and the authority and terms of the specific trust agreements and indentures related to those securities.

OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing WQA funds, the primary objectives, in priority order, of the investment activities shall be:

- a. **Safety:** Safety and preservation of principal is the foremost objective of the investment program. Investments of the WQA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification and maturity limitations are required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the WQA to meet all operating requirements which might be reasonably anticipated. Securities should mature concurrent with cash needs to meet anticipated demands.
- c. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk restrictions and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives.

INVESTMENT AUTHORITY

The authority of WQA's Board of Directors to invest funds is derived from Section 53601 of the California Government Code. WQA's Board of Directors shall establish procedures for the management of investment activities, including the activities of WQA staff in strict accordance with this policy. WQA's Board of Directors may retain the services of an outside investment advisor or manager to assist it with WQA's investment program. Any investment advisor selected shall make all investment decisions and transactions in strict accordance with State law, and this policy.

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall not engage in any personal business activity which could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Executive Director shall maintain a list of approved security broker/dealers who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by federal and state laws

For broker/dealers of government securities and other investments, the WQA shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, WQA's Board of Directors shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the WQA's account with that firm has reviewed this investment policy and that the firm understands the policy and intends to present investment recommendations and transactions to the WQA that are appropriate under the terms and conditions of this investment policy.

ACCEPTABLE INVESTMENT INSTRUMENTS

Funds required to meet daily cash flow demands shall be held in checking accounts (interest bearing and/or non-interest bearing) of a nationally or state chartered bank or a state or federal association located within the State of California. The account balances are to be secured by federal insurance and maintained at levels that are considered necessary for the purposes for which the accounts were established.

The classes of investments, as listed below, that most adequately meet the above-mentioned criteria shall be allowed for purchase. Adequate diversification, when appropriate, from the range of authorized instruments and acceptable institutions shall be applied to these investments. For purposes of diversification, pooled-type investment funds are acceptable and the liquidity of assets in case of immediate requirements as well as the marketability of the security should be considered at the time of purchase. The investments specifically identified below which are authorized by the Government Code are allowed to be included in the WQA investment portfolio. Other types of investments that are authorized by the Government Code can be added as an amendment to the approved policy if conditions ever warrant their use.

Investments under this policy are restricted to a term of 12 months or less. Long-term investments (over one year) can be added as an amendment to the approved policy.

For each category of investment set forth below, information is first provided regarding the portfolio and maturity limitations established by California law and is then followed by the portfolio and maturity limitations that are permitted under this policy.

A. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF) (California Government Code Section 16429.1)

State law: No portfolio percentage or maturity limitations.
This policy: No portfolio percentage or maturity limitations.

B. NEGOTIABLE CERTIFICATES OF DEPOSITS (California Government Code Section 53601(i))

State law: 30% portfolio limitation, 5 year maturity limitation.
This policy: 30% portfolio limitation, 1 year maturity limitation.

Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by California Financial Code Section 5102), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of WQA's funds that may be invested pursuant to Government Code Section 53601. WQA's Board of Directors is prohibited from investing WQA funds, or funds in the custody of WQA in negotiable certificates of deposit issued by a state or federal credit union if a member of WQA's Board of Directors or a person with investment decision-making authority at WQA also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

C. U.S. TREASURIES (California Government Code Section 53601(b))

State Law: No portfolio percentage limitation, 5 year maturity limitation.
This Policy: No portfolio percentage limitation, 1 year maturity limitation.

United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

D. U.S. AGENCIES (California Government Code Section 53601(f))

State Law: No portfolio percentage limitation, 5 year maturity limitation.
This policy: No portfolio percentage limitation, 1 year maturity limitation.

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to

principal and interest by federal agencies or United States government-sponsored enterprises.

SAFEKEEPING AND CUSTODY

All security transactions entered into by the WQA shall be conducted on a delivery-vs.-payment basis. All securities purchased or acquired shall be delivered to the WQA by book entry, physical delivery or by third party custodial agreement.



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AGENDA SUBMITTAL

To: WQA Administrative / Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: Report on Cash and Investments – 2nd Quarter 2019

Discussion

Attached for your review is the quarterly report on cash and investments as of June 30, 2019. The LAIF yield for the quarter of April to June 2019 was 2.57%, with interest totaling \$53,045.

Recommendation / Proposed Action

For information only.

Enclosures

Cash Report

LAIF Interest Statement

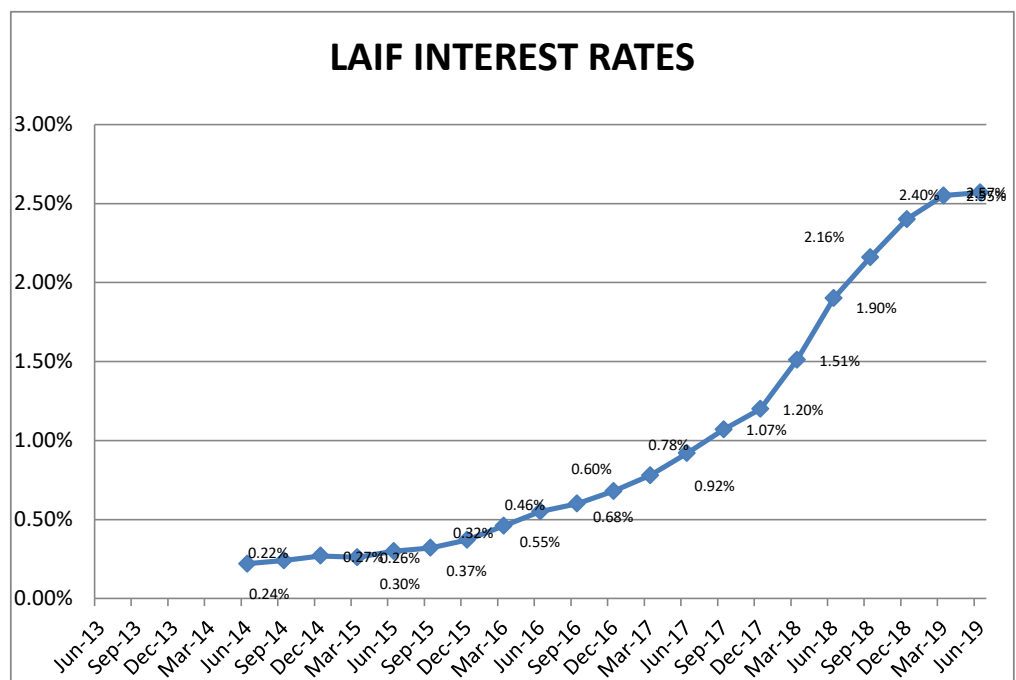
San Gabriel Basin Water Quality Authority
SUMMARY OF CASH AND INVESTMENTS
 June 2019
DRAFT

DESCRIPTION	BALANCE
<u>CASH AND BANK ACCOUNTS</u>	
Cash on Hand	\$ 250
<u>Bank of the West Checking Accounts</u>	
General Account	1,050
Revolving Account	18,697
Payroll Account	41,000
Project Account	459,509
Pooled Money Market Account - Project/Admin	11,920
Federal Funding Account	1,000
Total Cash and Bank Accounts	<u>533,426</u>
<u>Trustee Accounts</u>	
<u>Bank of the West</u>	<u>6,543</u>
South El Monte Operable Unit (SEMOU) Checking Account	<u>6,543</u>
<u>Investment Accounts</u>	
California Treasurer's Office	
Local Agency Investment Fund (LAIF)	
WQA General	5,821,597
SEMOU RP's	2,040,390
Total Investment Accounts	<u>7,861,987</u>
TOTAL CASH, TRUSTEE AND INVESTMENT ACCOUNTS	<u><u>\$ 8,401,956</u></u>

LAIF RATE TABLE

Quarter Ended	Interest Rate (%)
Jun-14	0.22%
Sep-14	0.24%
Dec-14	0.27%
Mar-15	0.26%
Jun-15	0.30%
Sep-15	0.32%
Dec-15	0.37%
Mar-16	0.46%
Jun-16	0.55%
Sep-16	0.60%
Dec-16	0.68%
Mar-17	0.78%
Jun-17	0.92%
Sep-17	1.07%
Dec-17	1.20%
Mar-18	1.51%
Jun-18	1.90%
Sep-18	2.16%
Dec-18	2.40%
Mar-19	2.55%
Jun-19	2.57%

LAIF INTEREST RATES





BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	SAN GABRIEL BSN WTR QUALITY
Account Number	90-19-034

As of 07/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2019.

Earnings Ratio		.00007028813234525
Interest Rate		2.57%
Dollar Day Total	\$	754,684,941.25
Quarter End Principal Balance	\$	7,861,987.49
Quarterly Interest Earned	\$	53,045.40



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AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: ACWA Region 8 Board Election for the 2020-2021 Term

Discussion

It is time to elect the 2020-2021 ACWA Region 8 officers and board members who will represent and serve the members of Region 8. Attached, you will find the official ballot which includes the Region 8 Nominating Committee's recommended slate as well as individual candidates running for the Region 8 Board.

The Region board members are elected to represent the issues, concerns and needs of your region. The region chair and vice chair will serve on ACWA's Board of Directors for this two-year term of office. The newly elected chair will communicate the region board's committee recommendations to the ACWA President for the 2020-2021 term. Either the chair or vice chair will serve on the ACWA Finance Committee.

All ballots must be submitted electronically to ACWA by September 30, 2019.

Attachment:

Region 8 Ballot

OFFICIAL REGION 8 Board Ballot

2020-2021
TERM



**Please return completed
ballot by September 30, 2019**

E-mail: regionelections@acwa.com
Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 8 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.

2 Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Region 8 Rules & Regulations:

At least one of the chair or vice chair positions must be an elected / appointed director from a member agency.

1 Nominating Committee's Recommended Slate

☐ I concur with the Region 8 Nominating Committee's recommended slate below.

CHAIR:

- **Steve Blois**, Board Member, Calleguas Municipal Water District

VICE CHAIR:

- **Gloria Gray**, Vice President, West Basin Municipal Water District

BOARD MEMBERS:

- **Brian Bowcock**, Director, Three Valleys Municipal Water District
- **Anselmo Collins**, Director of Water Operations, City of Los Angeles Dept. of Water & Power
- **William Cooper**, Board President, Santa Clarita Valley Water Agency
- **Anthony R. Fellow**, Board Member, Upper San Gabriel Valley Municipal Water District
- **Leonard E. Polan**, Director, Las Virgenes Municipal Water District

OR

Individual Board Candidate Nominations

(See Rules & Regulations before selecting)

☐ I do not concur with the Region 8 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- ☐ **Steve Blois**, Board Member, Calleguas Municipal Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- ☐ **William Cooper**, Board President, Santa Clarita Valley Water Agency
- ☐ **Anthony R. Fellow**, Board Member, Upper San Gabriel Valley Municipal Water District
- ☐ **Gloria Gray**, Board Director, West Basin Municipal Water District
- ☐ **Leonard E. Polan**, Director, Las Virgenes Municipal Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- ☐ **Brian Bowcock**, Director, Three Valleys Municipal Water District
- ☐ **Anselmo Collins**, Director of Water Operations, City of Los Angeles Dept. of Water & Power
- ☐ **William Cooper**, Board President, Santa Clarita Valley Water Agency
- ☐ **Anthony R. Fellow**, Board Member, Upper San Gabriel Valley Municipal Water District
- ☐ **Leonard E. Polan**, Director, Las Virgenes Municipal Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



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AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: ACWA Committee Appointment Nominations for the 2020-2021 Term

Discussion

Committees are an integral part of ACWA's activities and policy development. Structured to include representation from all 10 ACWA regions, committees provide key technical and policy input to the ACWA Board of Directors and bring together expertise and perspectives from across the state. Committee members are appointed for two-year terms that begin on January 1 of even-numbered years. The end of the current committee term is approaching and it is time to submit nominations for the ACWA Committees for the 2020-2021 term.

The current WQA committee appointments are:

Ground Water Committee – Ken Manning and Randy Schoellerman
Water Quality Committee – Randy Schoellerman
Communications Committee – Stephanie Moreno

Proposed new committee appointment:

Local Government – Stephanie Moreno

Attachment:

ACWA Committee Nomination Form and Information Packet

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations)	Phone
Agency Address	City, State & Zip

**BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY.
FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.**

**If an individual is not an agency employee or director, please indicate company affiliation.*

Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Signature (Agency/District General Manager or Board President signature required)	Title	Date
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QUESTIONS?

Contact Business Services Specialist Petra Rice
at petrar@acwa.com or **(916) 441-4545**

910 K Street, Suite 100
Sacramento, CA 95814
www.acwa.com

2019 ACWA Committee Appointment Process Timeline 2020-2021 Term

July 17:

COMMITTEE CONSIDERATION FORMS EMAILED

- Email Agency General Managers and Board Presidents:
 - List of agency staff and directors who currently serve on an ACWA Committee
 - Committee Composition
 - Committee Consideration Form
 - 2020-2021 Committee Timeline

July 24:

EMAIL NOTIFICATION TO CURRENT COMMITTEE MEMBERS

- Current committee members notified that committee process has began
- All current committee members **MUST** submit a Committee Consideration Form to be considered for reappointment

September 30:

COMPLETED CONSIDERATION FORM DEADLINE

- All committee consideration forms **due by September 30**
- Any consideration forms submitted after September 30 will be added to the waiting list and considered after ACWA President makes the initial committee appointments for the term

October 25:

ACWA REGION CHAIR AND VICE CHAIR CONFERENCE CALL

- ACWA staff will hold a conference call with newly elected Region Chair and Vice Chairs to review 2020-2021 Committee recommendation process
- Consideration forms compiled and submitted to incoming Region Chair and Vice Chair

November 15:

CHAIR AND VICE CHAIRS RECOMMENDATION DEADLINE

- No Region recommendations will be accepted after November 15

December 5:

RECOMMENDATIONS GIVEN TO ACWA PRESIDENT

- Incoming ACWA President will receive Region Chair and Vice Chairs recommendations along with all consideration forms at ACWA Fall Conference

December 16:

ACWA PRESIDENT APPOINTS MEMBERS OF COMMITTEES

- Incoming ACWA President submits all appointments to ACWA Staff

December 31:

ACWA WILL NOTIFY COMMITTEE MEMBERS OF APPOINTMENTS

- Letters emailed to members who have been appointed to serve on a committee for the 2020-2021 term
- Letters emailed notifying those who were not appointed to a committee

ACWA COMMITTEE COMPOSITION

COMMITTEE	LIAISON
<p>Agriculture Committee – Standing/Unlimited <i>Meetings: 2-3 times a year</i> The Agriculture Committee makes recommendations to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. This newly-formed committee is currently being assembled.</p>	<p>Adam Borchard <i>Regulatory Advocate</i> adamb@acwa.com</p>
<p>Business Development Committee – Standing/Unlimited <i>Meetings: 2 times a year</i> The Business Development Committee develops and recommends to the Board of Directors programs and activities to be provided or administered by the association that generate non-dues revenue and provide a service or benefit to association members.</p>	<p>Paula Currie <i>Director of Business Development & Events</i> paulac@acwa.com</p>
<p>Communications Committee – Standing/Limited (40 maximum) <i>Meetings: 4 times a year</i> The Communications Committee develops and recommends to the Board of Directors and ACWA staff regarding communications and public affairs programs. The committee promotes sound public information and education programs and practices among member agencies. It prepares and distributes materials for use by member agencies in their local outreach efforts. It also provides input and guidance to ACWA's Communications Department.</p>	<p>Heather Engel <i>Director of Communications</i> heathere@acwa.com</p>
<p>Energy Committee – Standing/Unlimited <i>Meetings: 2 times a year</i> The Energy Committee recommends policies and program to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee as appropriate.</p>	<p>Chelsea Haines <i>Regulatory Advocate II</i> chelseah@acwa.com</p>
<p>Federal Affairs Committee – Standing/Limited (5 Per Region) <i>Meetings: 2 times a year</i> The Federal Affairs Committee coordinates with other ACWA committees regarding input on federal issues before both Congress and the federal administrative branches.</p>	<p>David Reynolds <i>Director of Federal Affairs</i> dlreyns@sso.org</p>
<p>Finance Committee – Standing/Limited (2 Per Region – 1 Region Chair or Vice Chair; 1 with financial experience) <i>Meetings: 4-5 times a year</i> The Finance Committee makes recommendations to the Board of Directors regarding annual budgets, investment strategies, annual audits and auditor selection, dues formula and schedule, and other financial matters.</p>	<p>Fili Gonzales <i>Director of Finance & Business Services</i> filig@acwa.com</p>
<p>Groundwater Committee – Standing/Unlimited <i>Meetings: 4 times a year</i> The Groundwater Committee makes recommendations to the Board of Directors on groundwater policy issues. The committee also monitors state and federal regulations and legislation affecting the quality and management of groundwater, conducts studies and gathers data on groundwater issues, develops policies regarding groundwater management and coordinates with other committees on groundwater issues.</p>	<p>Dave Bolland <i>Director of State Regulatory Relations</i> daveb@acwa.com</p>

Legal Affairs Committee – Standing/Limited (45 Maximum)

Meetings: 2-3 times a year

The Legal Affairs Committee acts on requests for assistance on legal matters of significance to ACWA member agencies. It also reviews proposed ACWA bylaw revisions and works with staff to produce publications to assist member agencies in complying with state and federal laws. The committee files amicus curiae filing on important cases, comments on proposed regulations and guidelines of state agencies such as the Fair Political Practices Commission and monitors and engages in water rights waters of interest to member agencies.

**The committee shall be composed of between 34 and 44 attorneys, each of whom shall be, or act as, counsel for a member of the Association.*

Kris Anderson
Legislative Advocate I
krisa@acwa.com

Local Government Committee – Standing/Limited (3 Per Region)

Meetings: 4 times a year

The Local Government Committee makes recommendations to the Board of Directors and the State Legislative Committee on local government matters affecting water agencies, including planning issues, local government organization, and finance. The committee also gathers and disseminates information on the value of special districts, and shares information promoting excellence in local government service delivery.

Adam Quiñonez
*Director of State
Legislative Relations*
adamq@acwa.com

Membership Committee – Standing/unlimited

Meetings: 2 times a year

The Membership Committee makes recommendations to the Board of Directors regarding membership policies, eligibility and applications for membership. The committee assists staff in developing membership recruitment and retention programs and reviews and makes recommendations to the Finance Committee regarding an equitable dues structure.

Tiffany Giammona
*Director of Member
Outreach &
Engagement*
tiffanyg@acwa.com

State Legislative Committee – Standing/Limited (4 Per Region)

Meetings: 10-12 times a year

The State Legislative Committee reviews relevant introduced and amended legislation, and develop positions and provide recommendations to the Board of Directors on ballot measures and other major statewide policy issues. The committee also works with staff amendments to bills and provides director for staff on legislative matters.

Adam Quiñonez
*Director of State
Legislative Relations*
adamq@acwa.com

Water Management Committee – Standing/Limited (4 Per Region)

Meetings: 4 times a year

The Water Management Committee makes recommendations to the Board of Directors on policy and programs related to water management. The committee reviews and recommendation positions on legislation and regulations as requested by other committees. The committee also assists in gathering and disseminating information regarding agricultural and urban water management, water conservation and water use efficiency, development and use of water resources, wastewater treatment and water recycling and reuse.

Dave Bolland
*Director of State
Regulatory Relations*
daveb@acwa.com

Water Quality Committee – Standing/Unlimited

Meetings: 4 times a year

The Water Quality Committee makes recommendations to the Board of Directors, the State Legislative Committee and the Federal Affairs Committee on policy and program regarding water quality issues. The committee promotes cost-effective state and federal water quality regulations and provides a forum for members to work together to develop and present unified comments on water quality regulations. The committee also develops and recommends positions and testimony on water quality regulatory issues.

Adam Borchard
Regulatory Advocate
adam@acwa.com



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AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: Proposal from CV Strategies for Web Site Redesign

Summary

The WQA web site has not been re-designed in more than 8 years and is in need of an updated look along with better organization and site navigation for a more user-friendly experience. Staff is recommending approval of the attached proposal from CV Strategies for the re-design in an amount not to exceed \$10,000.

Discussion

A well-organized, user-friendly website is critical to achieving communication goals. CV Strategies has extensive web service experience, ranging from on-going content management services to conducting complete site overhauls, including routine HTML and CSS coding support. CV Strategies has managed, developed, and designed many websites within the water industry, each of them distinctive in their ability to convey a vision, maximize public engagement.

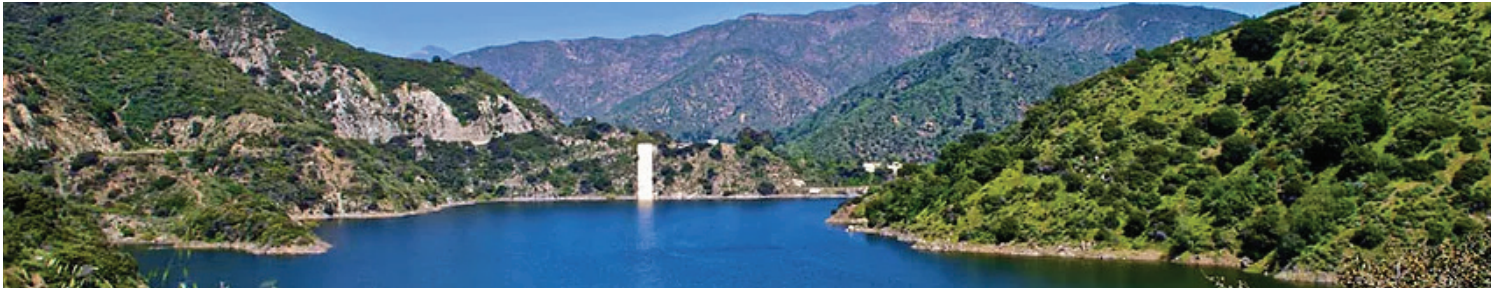
Recommendation

Staff is recommending approval of the CV Strategies website redesign proposal in an amount not to exceed \$10,000.

Attachment:

Website redesign proposal

Firm's Qualifications //



CV Strategies is a communications and community engagement firm that leverages expertise, influence and instincts to enhance the ways public agencies tell their stories. Founded in 2007 by former television news director Erin Gilhuly, CV Strategies corporation helps clients blend media, messaging and audiences to connect with communities and drive support on the issues that matter. CV Strategies' staff of 13 is made up of former journalists, news executives and designers who use their storytelling skills to provide value to clients.

The firm is currently involved in active, ongoing communications initiatives with more than 70 public agencies throughout California. Our strategists provide support on issues as diverse as branding, strategic planning, crisis communications, public education campaign architecture, and tactical outreach implementation. Our extensive experience makes us adept at crafting effective messaging for organizations with varying stories to tell.

The firm has performed comprehensive strategic communications plans for water industry, energy and government clients across

California. With offices in Palm Desert, Los Angeles, and Sacramento, our team members leverage their diverse expertise, contacts, and skill sets to support clients across the state. Our firm is deadline-oriented and driven to deliver updates and results that identify measurable targets and achieve progress throughout a project's scope.

We craft plans with a diverse set of tactics that help clients meet their communications objectives with a wide variety of audiences. Our team works to develop innovative solutions to unique outreach challenges. Through planning, research and strategic facilitation, we create cohesive outreach campaigns that generate community awareness and foster support. Continuously educating customers is a part of building a bank of goodwill and credibility with stakeholders. To build the most effective outreach program possible, our consultants collaborate with staff, elected officials and key players. We evaluate past shortcomings and also leverage past success. CV Strategies unites these strategic elements into a tactical framework that reflects the organization's vision and ensures the achievement of communication goals.

THE CV STRATEGIES NEXUS



WE KNOW PUBLIC AGENCIES. With over 70 current public agency clients across the state, CV Strategies consultants have an intimate knowledge of municipalities and special districts, and are well versed in the tactics that enhance customer engagement and messaging success.



WE UNDERSTAND CALIFORNIA. An extensive portfolio of strategic communication initiatives for public sector and renewable energy clients throughout the state has fostered a deep understanding of the issues that impact California communities.



WE ARE SKILLED STORYTELLERS. Our backgrounds in journalism, advertising, design, video and digital production have honed keen storytelling instincts that help create dynamic visuals and compelling copy.



WE THINK BIG. Our professionals are experienced in gathering and analyzing information in pursuit of a comprehensive and holistic strategic approach. The guidance and counsel we provide is engineered out of an in-depth understanding of client nuance and need.



WE DO ALL OUR WORK IN HOUSE. CV Strategies offers a full suite of in-house creative services – concepting, copywriting, design, web production, photography, videography, social and digital media. This combined-services approach improves control of costs and deadlines, while close interaction between designers, copywriters and account coordinators results in deliverables that are cohesive, targeted, and harmonious.

Partial Client List //

Below is a brief list of pertinent agencies and cities for which CV Strategies has developed outreach and messaging campaigns:

- American Water Works Association, CA-NV
- Association of California Water Agencies Joint Powers Insurance Authority
- Beaumont-Cherry Valley Recreation and Park District
- Beaumont-Cherry Valley Water District
- Basin Technical Advisory Committee - iEfficient
- Bellflower-Somerset Mutual Water Company
- Byron-Bethany Irrigation District
- California Association of Local Agency Formation Commissions
- California Association of Mutual Water Companies
- California City Management Foundation
- California Product Stewardship Council
- California Utility Executive Management Association
- Castaic Lake Water Agency
- Castro Valley Sanitary District
- Chino Basin Conservation District
- Chino Basin Watermaster
- City of Banning
- City of Beaumont
- City of Chino
- City of Chino Hills
- City of Coachella
- City of Colton
- City of Corona
- City of Desert Hot Springs
- City of Eureka
- City of Indio
- City of La Quinta
- City of Ontario
- City of Oxnard
- City of Redlands
- City of Rialto
- City of Riverside Public Utilities
- City of San Carlos
- City of Santa Paula
- City of Vallejo
- Coachella Valley Regional Water Management Group
- Coachella Valley Water District
- Coachella Water Authority & Sanitary District
- Crescenta Valley Water District
- Cucamonga Valley Water District
- Desert Water Agency
- Desert Healthcare District
- Eastern Municipal Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- First Solar
- Growing Coachella Valley
- Hi-Desert Water District
- Indio Water Authority
- Jurupa Community Services District
- La Entrada – New West Communities
- La Puente Valley County Water District
- Large-Scale Solar Association
- Main San Gabriel Basin Watermaster
- Mission Springs Water District
- NextEra Energy Resources
- Pico Water District
- Pioneers Memorial Healthcare District
- Rialto Water Services
- Rivers and Lands Conservancy
- Rowland Water District
- Rubidoux Community Services District
- Salton Sea Action Committee
- Salton Sea Authority
- San Bernardino County Superintendent of Schools
- San Bernardino Municipal Water Department
- San Bernardino Valley Municipal Water District
- San Bernardino Valley Water Conservation District
- San Gabriel County Water District
- San Gabriel Valley Water Association
- San Geronio Pass Water Agency
- Santa Ana Sucker Fish Task Force
- Santa Ana Watershed Project Authority
- Santa Clarita Water Division
- Santa Clarita Valley Groundwater Sustainability Agency
- Scotts Valley Water District
- SCV Water
- Spadra Basin Groundwater Sustainability Agency
- Southern California Association of Governments
- Turlock Irrigation District
- United Water Conservation District
- Valley County Water District
- Valley Sanitary District
- Walnut Valley Water District
- West Valley Water District
- Western Municipal Water District
- Yucaipa Valley Water District

Summary of Relevant Experience //

A well-organized, user-friendly website is critical to any organization's communication goals. CV Strategies has extensive web service experience, ranging from on-going content management services to conducting complete site overhauls, including routine HTML and CSS coding support.

CV Strategies has managed, developed, and designed myriad websites, each of them distinctive in their ability to convey a vision, maximize public engagement and establish a client's position as a leading community resource for information. Because all our work is produced in-house, our creative staff has total control over the production process, from the conception of the site map and design stages to the final go live site launch.

In 2018, CV Strategies designed a website for the newly created Santa Clarita Valley Water Agency. The merger of multiple agencies presented several challenges. Not only did this project require a complete branding of a website, it also necessitated the migration and merger of content across multiple websites into a single, unified platform. Due to existing contracts in place for the original agencies, the new website provides access to multiple back-end billing systems until those services can be consolidated.

CV Strategies recently worked with the California Date Commission to refresh the "Dates are Great" website. This update focused on giving the overall look of the site a more contemporary feel that complemented a new branding strategy. The responsive design delivers a satisfying experience on both desktop and mobile platforms.

Some of our firm's recent comprehensive experience includes complete overhauls of the websites for Rivers & Lands Conservancy and Twentynine Palms Water District.

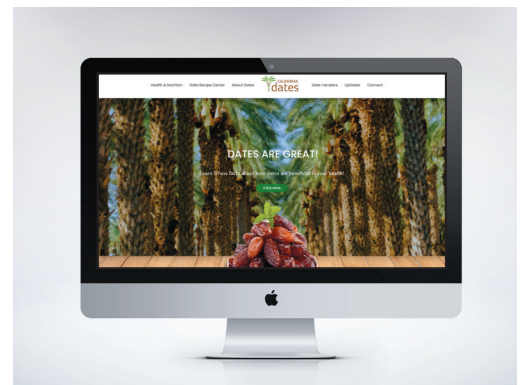
During these projects, CV Strategies completely revamped the sites' look, feel, and content to optimize organization and site navigation and create a more user-friendly platform. In addition to improving the usability and functionality, the new sites were built on the WordPress CMS platform, which requires no coding experience, so that staff could easily update and maintain content with little training. By performing a complete redesign of both sites, including interactive layouts and utilizing smartphone-friendly templates, CV Strategies boosted the organizations' identity and promoted their messages in a more marketable package.

CV Strategies also developed the concept, completed the site building from start to finish, and provided ongoing content management for the "iEfficient" water use awareness campaign website. In addition, other recent website building and development experience includes Elsinore Valley Municipal Water District, Growing Coachella Valley, Mission Springs Water District, the City of San Bernardino, and First Solar, Inc. among many others.

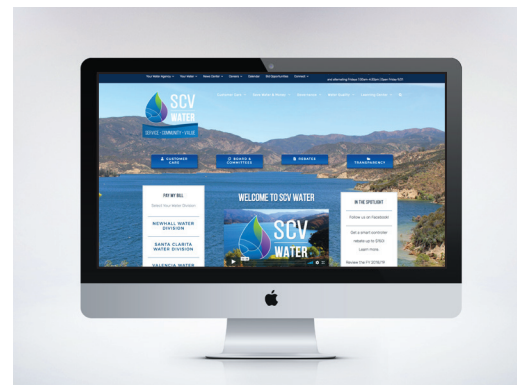
Our long history of developing websites for government agencies and private sector businesses drives our future success. By reviewing the successes and challenges in each project, CV Strategies constantly revises our internal processes to deliver stronger results with each new website. We've learned methods to streamline the process while still taking the time needed to get the desired results.



www.growingcoachellavalley.org



www.datesaregreat.com

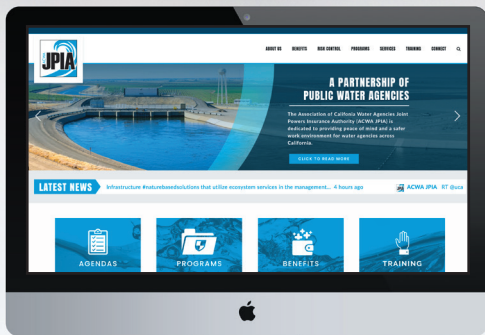


www.yourscvwater.com



www.riversandlands.org

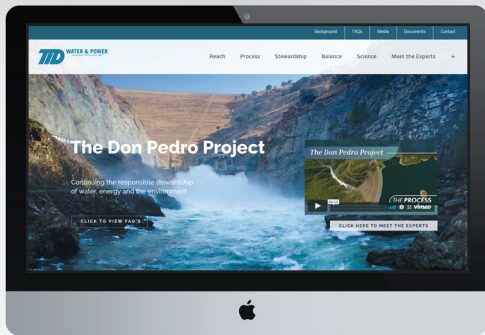
Additional Experience //



www.acwajpia.com



www.conservecoachella.com



www.tiddonpedro.com



www.puentebasin.com



www.evmwdcapacityfees.com



www.cuema.org

OPTIONAL SERVICES OFFERED



Strategic Counsel – CV Strategies provides valuable insight on operations, communications and government relations. This high-level support will help guide outreach and stakeholder-relations efforts.



Legislative Support – We know local and regional players. Working with staff to prepare legislative documents and research relevant policy will help create an atmosphere for successful policy development and implementation.



Media Relations – Staff members at CV Strategies have years of experience in newsrooms and with media, as well as close relationships with local journalists. We understand how to develop press releases and media alerts that will stand above the rest and achieve results.



Collateral Development – CV Strategies sees the value in creating compelling, engaging pieces that connect with customers. Our expertise yields a professional product guided by the agency's communications strategy and vision.



Photography and Video Services – Given the importance of visual communication, CV Strategies staffs a photographer and videographer to create and enhance images and video content that complements compelling written content and tells your story.



Design Services – From web to advertisements to document design, CV Strategies' in house design team can turn dry copy into dramatic visual storytelling



Training – Focused sessions help staff and elected officials to hone in on skills that are foundational for agency communication efforts. We build employee confidence and competence through training that includes role-play, practice and guide materials for ongoing support.



Surveys and Analysis – CV Strategies' pollsters will design and conduct large-scale surveys designed to gauge interest, knowledge and satisfaction among customers or stakeholders. The information is reviewed and analyzed to identify trends and develop outreach recommendations.



Translation – Our skilled translator on staff can quickly transform written content into Spanish, or assist with community meetings by providing on-the-fly translation services.

Date:

August 6, 2019

Client:

San Gabriel Basin Water Quality Authority
 1720 W. Cameron Ave., Suite 100, West Covina, CA 91790

Professional Services Proposal

OUTREACH STRATEGY	DESCRIPTION	NOT TO EXCEED COST
Website Redesign	Develop website as communications tool and information depository <ul style="list-style-type: none"> - Collaborate with staff to identify key components and determine site map - Update content to engage audiences and streamline experience - Design layout and graphics with interactivity in mind - Ensure seamless integration with third-party platforms - Utilize WordPress CMS to ensure staff ability to update as needed - Include Google Analytics to increase organizational understanding of customer behavior - Populate with required documents and review with staff - Host with a third-party vendor for no more than \$22/mo. 	\$9,500
Subtotal		\$9,500
Total Not to Exceed		\$10,000

..... Rates for Communication Services

- » President – \$225/hour
- » Vice-President – \$200/hour
- » Account Manager/Specialist – \$175/hour
- » Design/Video/Photography – \$150/hour
- » Translation – \$125/hour
- » Support Staff – \$100/hour

..... Terms & Compensation

Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination.

Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

..... Agreed & Approved

Name

Signature

Title

Date



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: Proposed Services Provided by Civic Publications, Inc.

Discussion

Staff is submitting three proposals from Civic Publications as described below.

Civic Publications, Inc. provide the advertorials that are published in special inserts within the Los Angeles Time and the San Gabriel Valley Newspaper Group for the WQA. These advertorials are useful tools for the WQA to educate the public on the progress that is being made with the groundwater cleanup with the San Gabriel Basin. Attached is a proposal from Civic Publications for the fiscal year 2019/2020 to continue this work in the amount of \$115,174. This proposed cost is consistent with previous years.

Civic Publications has also submitted a proposal to produce the WQA's annual report. Civic Publications works with staff all year long to produce the advertorials where much of that content would be included in the annual report. The amount of the proposal is \$13,275. This amount is lower than the current annual report cost. The proposal also includes the cost of printing which is not included in the current costs.

The last proposal submitted by Civic Publications is for accounting services in an amount not to exceed \$15,000. Please see the attached staff report and proposal for detailed information.

Recommendation

Staff is recommending approval for the three proposals that have been submitted by Civic Publications for Public Outreach, the Annual Report, and Accounting Services

Attachment:

Public Outreach Proposal
Annual Report Proposal
Staff Report and Proposal for Accounting Services



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

**Public Outreach Proposal
San Gabriel Basin Water Quality Authority
FY 2019-20**

Product	Cost	Date
Sustainable Living 2-pages	\$8,755	Fall 2019
Tournament Mag.	\$15,699	Dec. 2019
Community Profiles (Annual Report)	\$17,510	January 2020
Earth Day 2-pages	\$8,755	April 2020
California Water 2-pages	\$8,755	July 2020
Full Page Color Ad Southern CA News Group	\$15,450	TBD
Full Page Color Ad Chinese Publication	\$4,798	TBD
Full Page Color Ad Spanish Publication	\$4,489	TBD
Digital Marketing	\$4,635*	TBD
Annual Insert 4 page/gloss	\$26,328**	TBD
Total Cost of Public Outreach Proposal		\$115,174

**Email Blast to 66,000 email addresses or 200,000 internet display ads.*

***Distributed to both LA Times and SGVN readers.*

Prepared by Civic Publications, Inc.



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

February 25, 2019

Ken Manning
Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave. Suite 100
West Covina, CA 91790

Re: Proposal Annual Report

Dear Mr. manning:

Pursuant to our conversation regarding the possibility of Civic Publications Inc. producing the WQA's Annual Report, I would like to propose the following...

For the price of **\$13,275.00** I propose WQA receive

- 12-page annual report
- Finished size: 8.5 x 11
- Paper stock: 100# Gloss Text/4 color
- Binding: Saddle Stitch
- Copies: 250
- Electronic Version for Website

Price includes message design, layout and printing.

If you have any questions, I can be reached at 909-524-8952.

Sincerely,

Christopher W. Lancaster
Publisher



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

AGENDA SUBMITTAL

To: WQA Administrative / Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: Contract for Consulting/Accounting Services for Fiscal Year 19/20

Background and Discussion

In lieu of hiring a staff accountant as a permanent employee, the Board has authorized the engagement of an experienced professional accountant as a consultant to the WQA on an as needed basis.

Previously, the WQA had engaged Kevin Wong, CPA to provide accounting and consulting services to the WQA as necessary. His contract expired on June 30, 2019. Although Kevin Wong is very qualified to assist with high level accounting tasks, the WQA staff wants to engage an accounting consultant with specific knowledge of governmental accounting including expertise in the review of the costs submitted by the water entities for WQA's EPA grant, the review and administration of other federal and/ or state grants as well as having the ability to take on special projects with little supervision.

Staff is requesting that the WQA enter into a contract with Civic Publications to provide consulting services for accounting for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$15,000. As described in the attached contract and resume, the proposed consultant is Judy Lancaster, who is a principal of Civic Publications. She has many years of experience in working with governmental agencies, including the WQA for which she consulted on a time study prepared for the Environmental Protection Agency. Because of her experience and knowledge, WQA staff wishes to engage Judy Lancaster as the accounting consultant for the fiscal year 19/20.

Recommendation / Proposed Action

Staff requests that the Committee recommend approval of the contract with Civic Publications for accounting and consulting services for the fiscal year 19/20 in an amount not to exceed \$15,000.

Attachments:

Contract for Consultant Services for July 1, 2019 to June 30, 2020



Christopher W. Lancaster
Publisher

August 5, 2019

Kenneth R. "Ken" Manning
Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave., Suite 100
West Covina, Ca 91790

Dear Mr. Manning,

Submitted for your consideration is this proposal to have Civic Publications, Inc. provide consulting services to the San Gabriel Basin Water Quality Authority (WQA) for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$15,000. Either party may terminate this agreement upon two weeks written notice.

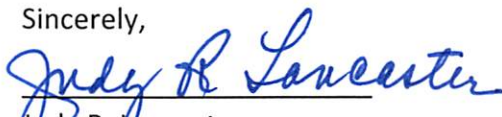
Civic Publications, Inc. will provide quality assurance reviews of WQA's financial records and transactions for internal control purposes. The quality assurance reviews include, but not limited to, the of review of bank reconciliations and journal entries. The billing rate for these services is \$150 per hour. Plus travel expenses with prior approval by WQA on a case by case basis.

In addition, Civic Publications, Inc. will prepare financial reports for other government agencies, review invoices, and other special projects as needed. The billing rate for these services is \$195.00 per hour. Plus travel expenses with prior approval by WQA on a case by case basis.

All consulting services will be under the direction of Mary Saenz, Director of Finance.

I appreciate the opportunity to work for San Gabriel Basin Water Quality Authority.

Sincerely,


Judy R. Lancaster
President
Civic Publications, Inc.

JUDY R. LANCASTER
3355 N. White Ave. #7160
LA VERNE, CALIFORNIA 91750
(909) 373-7053 cell

CAREER OBJECTIVES

To apply my expertise in the accounting and finance fields for the benefit of the organization.

EDUCATION

Bachelor of Arts
Business Administration, Accounting
California State University, Fullerton, 1985

CAREER SUMMARY

March 2018 to July 2018 **City of West Covina**
Consultant

- Interim Finance Director (Total of 591 Hours)
 - Supervised All Aspects of the Finance Department
 - Provided Budget Oversight
 - Attended Department Head Meetings
 - Made Budget Presentations to the City Council and the Community

AUGUST 2017 to Present **San Gabriel Basin Water Quality Authority**
Consultant

- Time Study Financial Analysis

OCTOBER 2017 to February 2018 **Seaside County Sanitation District**
Consultant

- Prepare Sewer Rate Model for LAFCO Application

MAY 2003 to March 2017 **City of Chino Hills, CA**
Finance Director/City Treasurer

- Assume full management responsibility for all Finance Department services and activities including:
 - Treasury and Investments
 - Budget
 - Debt Administration
 - Mello-Roos Districts
 - Assessment Districts
 - Landscape and Lighting Districts
 - Information Technology
 - Developer Agreements
 - Accounting
 - Audits
 - Grants
 - Accounts Receivable
 - Accounts Payable
 - Business License
 - Cashier
 - Payroll
 - Purchasing
 - Utility Billing (Water, Refuse and Sewer)

- Recommend and administer City policies and procedures.
- Develop, implement and administer internal controls. Ensure adherence to appropriate accounting and control procedures and documentation.
- Manage the development and implementation of Finance Department goals, objectives, policies, and priorities for each assigned service area. Consult and advise staff on financial policies.
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Plan, direct, and coordinate, through subordinate level managers, the Finance Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Select, motivate, train, and evaluate Finance Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedure.
- Oversee and participate in the development and administration of the Finance Department budget; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
- Explain, justify, and defend Finance Department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Represent the Finance Department to other City departments, elected officials, and outside agencies; coordinate Finance Department activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the City Manager and the City Council; participate on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Direct and coordinate the completion and preparation of the City budget; monitor budgetary activities; recommend adjustments as necessary.
- Facilitate and coordinate Proposition 218 elections for Water, Refuse and Sewer rate increases.
- Responsible for the coordination of setting up new Mello-Roos districts and Lighting and Landscape Districts; administration of existing districts.
- Responsible for establishing fees including user fees and development impact fees.
- Responsible for the issuance and administration of bonded debts; recommend refinancing as appropriate.
- Responsible to create a viable financial plan for capital improvement projects such as Government Center (City Hall, Library, Sheriff and Fire District), Community Park, and Community Center.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of finance and accounting.
- Supervise twenty-three (23) full-time employees.

January 2002 to May 2003

City of La Mirada, CA

Assistant Director of Finance and Community Development

- Directly supervise the Finance Department. Functions include budget, accounting, grants, debt administration, payroll, accounts receivable, purchasing, business license, and information technology.
- Participate in the development of department goals, objectives and policies.
- Recommend improvements in Finance management and accounting methods.
- Responsible for planning, organizing and managing the activities and staff of the Finance Division.
- Assist in the treasury and risk management functions.
- Assist in the preparation of the City budget and mid-year budget review.
- Responsible for the City and Redevelopment Agency accounting functions.
- Responsible for Federal, State, County and City year-end audits.
- Responsible for financial reports including the Comprehensive Annual Financial Report.
- Administer grant compliance and reporting.
- Supervise six (6) full-time employees.

November 1995 to December 2001

City of Glendora, CA

Finance Director/City Treasurer

- Administrative Head of the Finance Department. Responsible for the following functions for City and Redevelopment Agency:
 - Treasury and Investments
 - Budget
 - Debt Administration
 - Information Technology
 - Risk Management
 - Accounting
 - Audits
 - Grants
 - Accounts Receivable
 - Accounts Payable
 - Business License
 - Cashier
 - Payroll
 - Purchasing
 - Utility Billing (Water and Refuse)
- Provide advice and counsel to the City Manager and staff on fiscal planning, revenue, expenditures, special projects and related matters.
- Responsible for the development and administration of programs designed to address primary areas of City service.

- Select, motivate, train, and evaluate Finance Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedure.
- Responsible for the fiscal management of the City including budget preparation and monitoring.
- Responsible for the collection of revenue and disbursement of funds.
- Responsible for financial reports including the Comprehensive Annual Financial Report.
- Responsible for the information technology needs of the City (except for the Police Department).
- Supervise sixteen (16) full-time employees.

June 1990 to November 1995 **City of Glendora, CA**
Assistant Finance Director

October 1987 to June 1990 **City of La Mirada, CA**
Finance Assistant

July 1986 to October 1987 **City of Walnut, CA**
Accountant

October 1985 to July 1986 **City of Walnut, CA**
Account Technician

June 1985 to October 1985 **City of Walnut, CA**
Accounting Intern

REFERENCES

Furnished upon request.



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: August 13, 2019
Subject: MOU with LADWP for 97-005 Guidance Manual

Summary

The WQA Board has authorized Task Orders to Stetson Engineers totaling \$25,000 to develop a Policy 97-005 Guidance Manual. At the time of approval staff noted that this amount fulfilled WQA's commitment to the effort and that other agencies had committed to fund the balance. To that end, staff is recommending approval of a Memorandum of Understanding (MOU) with the Los Angeles Department of Water and Power (LADWP) to reimburse WQA for costs incurred for Stetson's work on the Policy 97-005 Guidance Manual exceeding the \$25,000.

Background

WQA participates in a working group organized by the Coalition for Environmental Protection, Restoration and Development to improve the implementation of the State Water Resources Control Board Department of Drinking Water's (DDW) Policy 97-005. The DDW policy describes how highly impaired sources of water can be permitted and used for drinking water. Unfortunately, the process has become lengthy and somewhat unpredictable, which can also increase costs substantially. With some of these issues in mind, the working group, which includes DDW, asked WQA to produce a guidance manual for both DDW staff and water purveyors to use.

In 2018 the WQA Board approved an initial \$10,000 Task Order for Stetson Engineers to produce an outline of the manual. Stetson completed the outline and produced several revisions as comments were provided by the working group. Last February the Board authorized starting the next phase and approved a Task Order for \$15,000, the balance of WQA's \$25,000 commitment to the project.

Discussion

The current phase of the project includes producing an initial draft of the guidance manual and then subsequent re-drafts based on comments received from the working group. LADWP has

agreed to reimburse WQA for all costs exceeding the initial \$25,000 committed by WQA. The attached draft MOU specifies the terms of the reimbursement which includes payment by LADWP within 45 days of WQA's payment request. Additionally, WQA would comply with contractor notification requirements the City of Los Angeles requires of its bidders and apply as a vendor to get the reimbursements. Finally, WQA would issue a Task Order to Stetson Engineers for the balance of the work to be completed.

Recommendation

Staff recommends approval of the MOU with LADWP and Issuance of a Task Order to Stetson Engineers to Complete the Policy 97-005 Guidance Manual.

Attachment:

Draft MOU Between LADWP and WQA Regarding 97-005 Guidance Manual

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND THE SAN GABRIEL WATER QUALITY AUTHORITY REGARDING 97-005 GUIDANCE MANUAL

AGREEMENT

This Memorandum of Understanding (Agreement) is made and entered into between the Los Angeles Department of Water and Power (LADWP) and the San Gabriel Water Quality Authority (WQA) collectively referred to as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, the City of Los Angeles (City) is home to over four million residents who depend on reliable sources of water; and

WHEREAS, local groundwater has historically provided as much as 20 percent of the City’s total supply during extended dry periods when imported water had been less reliable; and

WHEREAS, the City’s ability to use local groundwater has been significantly reduced in recent years due to contamination in the San Fernando Groundwater Basin; and

WHEREAS, the City plans to reduce purchases of imported water by 50 percent by 2025 and source 70 percent of water locally by 2035 (LA Sustainability pLAn); and

WHEREAS, LADWP has embarked upon an ambitious program of remediation projects to restore the health and beneficial uses of the San Fernando Groundwater Basin; and

WHEREAS, groundwater remediation is a critical step in developing local water supplies and reducing LADWP’s reliance on imported water; and

WHEREAS, LADWP, has submitted an application to the State Water Resources Control Board, Division of Financial Assistance (State Board), for an implementation grant through the Proposition 1 Groundwater Grant Program for the North Hollywood Central Remediation Project (NHC); and

WHEREAS, NHC, like all projects in the State of California (State) that propose to treat and serve an extremely impaired water source, is governed by State Water Resources Control Board Division of Drinking Water’s (DDW) 97-005 process (97-005);

WHEREAS, 97-005 is defined in two documents: (1) Policy Memo 97-005, Policy Guidance for Direct Domestic Use of Extremely Impaired Sources (1997), which addresses” proposals to use water generated from large remediation projects...in which...federal and/or state environmental agencies...and their consultants seek to

make use of the project generated water...” for direct potable use; and (2) a draft “Process” Memo (2015), to “set forth the position and basic tents by which DDW would evaluate the proposals, establish appropriate permit conditions, and approve the use of an extremely impaired source for direct potable use”; and

WHEREAS, the existing guidance for 97-005 includes various elements that must be addressed in order for DDW to evaluate the merits of treating an extremely impaired water source for direct potable use. However, the requirements and terminology in the guidance may be ambiguous or confusing for users; and

WHEREAS, LADWP is a municipally owned utility responsible for delivering water and electricity to the citizens of the City; and

WHEREAS, WQA was established by the State Legislature to develop, finance, and implement groundwater treatment programs in the San Gabriel Basin; and

WHEREAS, LADWP and WQA have determined that a 97-005 Guidance Manual (Project) would be a beneficial resource for all water providers proposing projects subject to 97-005, and are committed to working together to develop the Manual; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, it is hereby agreed as follows:

1. PROJECT INFORMATION

a. Background

LADWP, WQA, DDW, and other stakeholders have participated in multiple meetings to develop the concept and framework of the Project. WQA has procured the services of Stetson Engineers, Inc. (Consultant) to develop an outline for the Project, participate in subsequent progress meetings, and prepare the final manual.

b. Scope of Work

The Project will be based upon the content and organization of DDW’s draft Process Memo 97-005, dated March 25, 2015, and upon an outline that has been developed amongst stakeholders, including LADWP and WQA. The components of the final manual will include:

A. Process Memo 97-005

- 1. Drinking Water Source Assessment and Contaminant Assessment**
 - a. Drinking Water Source Assessment**
 - b. Contaminant Assessment**
- 2. Full Characterization of Raw Water Quality**
- 3. Drinking Water Source Protection**

4. Effective Treatment and Monitoring
 - a. Treatment
 - b. Monitoring
5. Human Health Risks Associated with Failure of Proposed Treatment
6. Public Hearing
7. DDW Evaluation
- B. Preparation of California Environmental Quality Act (CEQA) Documents
- C. Preparation of a Water Supply Amendment to DDW Permit Application
- D. Preparation of an Operations, Maintenance, and Monitoring Plan for the Extraction Wells and Treatment Facility
- E. Preparation of Treatment Facility Start-Up Compliance Testing Plan

In addition to the content specified above, the final manual will include a user-friendly set of directions to clarify the level of detail and type of data expected, and guidance on how to generate supplemental information.

LADWP, WQA, and other stakeholders will hold a series of coordination meetings to review and refine the draft manual. The final document will be provided in editable form.

c. Budget and Funding

Total estimated cost of the Project is not to exceed \$_____.

WQA will provide \$25,000 to support the Project.

LADWP will provide \$_____ to support the Project, and seek reimbursement for up to 50 percent of the eligible costs of its contribution from the Proposition 1 Groundwater Grant Program (Grant Program).

d. Schedule

The Project will be completed by _____.

2. WQA AGREES:

a. Invoices and Payments

WQA shall submit an invoice, including supporting documentation, for all costs and expenses in a format acceptable to LADWP, pursuant to the details and schedule below to:

Accounts Payable Section
Department of Water and Power
City of Los Angeles, PO Box 51211, Room 424
Los Angeles, California 90051-5511

An electronic copy of the invoice must be submitted and emailed to DWPAgreementInvoices@ladwp.com.

Each invoice shall show LADWP contact name and telephone number, the contract/purchase order number, the sub-purchase order number (if applicable), the vendor code number the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment, subscriptions, memberships, sponsorships, advertisements, and/or services covered by the invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the invoice.

The following certification statement shall be signed by WQA:

“I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate, and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code, section 10.37, et Seq.”

Each invoice shall include approval signature blocks for LADWP authorized representative(s) identified in Section 7, Notice.

No payments are allowable unless expressly stated by LADWP within the Agreement.

Failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

Supporting Documentation

Invoices shall include the following documents required for purposes of seeking Proposition 1 reimbursement for Project expenses:

1. Master agreement between WQA and Consultant for Project;
2. Task authorizations issued to Consultant for Project;
3. Invoices and supporting documentation submitted by Consultant for Project. WQA shall not submit Project expenses to LADWP until such cost has been incurred and is due and payable.
4. Proof of payment to Consultant for above expenses; and
5. Final manual

Schedule

Invoices shall be submitted as follows:

Items 1 and 2 shall be provided within fourteen (14) calendar days of execution of this Agreement.

Items 3 and 4 shall be provided no less than fourteen (14) calendar days prior to Proposition 1 Groundwater Grant Program's quarterly invoice and progress report due dates as shown below:

Reporting Period	Proposition 1 Due Dates
January – March	May 14
April – June	August 14
July – September	November 14
October – December	January 14

Item 5 shall be provided to LADWP upon completion by Consultant.

b. Records

In addition to maintaining Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as set forth at subsection (d) below, WQA shall also do the following to conform to Grant Program requirements:

- Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received from the Grant Program;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
- Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- If Force Account, defined as WQA's own employees or equipment, is used by WQA for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.

Pursuant to Grant Program requirements, WQA agrees to maintain separate books, records and other material relative to the Project. WQA must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on the Project for a minimum of thirty-six (36) years after Completion of Construction of NHC, defined as the

date, as determined by the State Board in consultation with LADWP, that the work of building and erection of NHC is substantially complete.

c. Financial Management System and Standards

Pursuant to Grant Program requirements, WQA shall comply with federal standards for financial management systems. WQA agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the Federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of the Grant Program's funding agreement.

d. Accounting and Auditing Standards

Pursuant to Grant Program requirements, WQA shall maintain Project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. WQA shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

e. Other Assistance

Pursuant to Grant Program requirements, if WQA receives funding for Project costs from sources other than LADWP or the Grant Program, WQA shall notify LADWP, so notification can be made to the State Board.

f. Competitive Bidding

Pursuant to Grant Program requirements, WQA shall adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. WQA shall provide documentation pertaining to the procurement process taken to retain any contractors or subcontractors working on the Project.

g. Compliance with Law, Regulations, Etc.

Pursuant to Section 4.5 of the Grant Program requirements, WQA shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.

h. Conflict of Interest

Pursuant to Grant Program requirements, WQA certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws.

i. Non-Discrimination Clause

Pursuant to Grant Program requirements, WQA and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

WQA, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

WQA, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder.

WQA, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

WQA shall include the nondiscrimination and compliance provisions of this clause in all agreements with contractors and subcontractors to perform Project work.

j. Affirmative Action Program

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, WQA agrees to adhere to the provisions of the Affirmative Action Program for the duration of the Agreement.

WQA shall include similar provisions in all agreements with contractors and subcontractors to perform Project work.

k. Permits, Contracting, and Disqualification

WQA shall comply in all material respects with all applicable federal, State, and local laws, rules and regulations. WQA shall not contract or allow subcontracting with excluded parties. WQA shall not contract with any party who is debarred or suspended or otherwise excluded or ineligible for participation in any work overseen, directed, funded, or administered by the State Board program for which this funding is authorized. The State Board's List of Disqualified Businesses and Persons is located at:

https://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

I. Prevailing Wages

Pursuant to Grant Program requirements, WQA shall comply with all applicable provisions of State Labor Code regarding prevailing wage. WQA shall monitor all agreements subject to reimbursement under the Funding Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

m. Professionals

WQA agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

n. Responsibility for Work

Pursuant to Grant Program requirements, WQA agrees to fund the Project as described in Section 1c.

WQA shall be responsible for all work and for persons or entities engaged in work related to the Project including, but not limited to, contractors, subcontractors, suppliers, and providers of services. WQA shall be responsible for responding to any and all disputes arising out of its contracts for the work noted above. LADWP will not mediate disputes between WQA and any other entities concerning responsibility for performance of the work.

o. Rights in Data

Pursuant to Grant Program requirements, WQA agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced for the Project are subject to the rights of the State. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, WQA may copyright the same, except that, as to any work which is copyrighted by WQA, the State reserves a royalty-free, nonexclusive, and irrevocable license

to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from WQA upon request.

p. Timeliness

Time is of the essence in this Agreement.

q. Notifications

Pursuant to Grant Program requirements, WQA shall notify LADWP of any changes in the status of Project within five (5) calendar days of becoming aware of such changes, including the following:

- Any substantial change in scope of the Project. WQA shall undertake no substantial change in the scope of the Project until written notice of the proposed change has been provided to the State Board and the State Board has given written approval for the change;
- Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- Any circumstance, combination of circumstances, or condition, that extends Project work by ninety (90) or more days beyond the Completion of Construction date for NHC previously provided to the State Board;
- Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the State Board; or
- Completion of the Project.

r. Disclosure

WQA shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant of this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

3. LADWP AGREES:

- a. To fund the Project as detailed in Section 1c. Payment to WQA shall be made within forty-five (45) calendar days of receipt of the invoice prepared in accordance with Section 2a.

- b. To seek reimbursement for fifty (50) percent of eligible Project costs from the Grant Program.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED:

- a. Should there be discrepancies between this Agreement and a Grant Program funding agreement, the terms and conditions of the Grant Program take precedence.
- b. This Agreement may be executed in several counterparts, each of which shall be an original and all of which taken together shall constitute but one and the same agreement. The Agreement shall be effective upon the date it is executed by all Parties and will expire upon acceptance and approval of the final report to the State Board, unless extended or sooner terminated by mutual written agreement by all Parties. All work described in Section 1, above, shall be completed by the expiration of Agreement.
- c. LADWP and WQA must mutually agree upon the scope, budget, schedule, and implementation strategy for the Project under this Agreement.
- d. Agreement may be modified only by mutual written consent of LADWP and WQA. Any changes to the work to be performed must be mutually approved via a written amendment to this Agreement. If any changes cause an increase or decrease in Project costs, or the time required for performance of work, an adjustment in payment and schedule will be incorporated into this Agreement by written amendment.
- e. Agreement shall be governed in accordance with the applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers' compensation, and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles with venue for any litigation in the County of Los Angeles, California.

If any provision of Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, or in conflict with any law of a Federal, State, or Local Government having jurisdiction over the Agreement, the validity of the remaining portions or provisions shall not be affected hereby, and Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in Agreement.

- f. All Parties have been represented by counsel in the preparation and negotiation of Agreement and is deemed drafted and construed by all Parties so as to not be construed against any of them if deemed ambiguous. The Parties agree that in any action to enforce the terms of this Agreement each Party shall be responsible for its own attorney fees and costs.
- g. All Parties shall make reasonable efforts to keep costs within the budgeted amounts and neither Party shall be obligated to provide additional funding toward the completion of work called for by Agreement, unless otherwise mutually agreed to by the Parties.

- h. In the event that performance on the part of any Party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said Party, none of the Parties shall incur any liability to the other Parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the Parties willful or negligent acts or omission, and to the extent that they are beyond the Party's reasonable control.
- i. Neither party may assign this Agreement without the prior written consent of the other party.
- j. There shall be no third party beneficiaries to any provision of this Agreement.
- k. This agreement may be cancelled by either party with or without cause on five (5) days written notice. Upon receipt of such notice, WQA shall immediately stop all work in process under this Agreement. WQA shall be entitled to payment for all costs incurred to date of cancellation and shall be compensated at established rates.

5. VENDOR AUTHENTICATION

Los Angeles City Charter Section 371(a) requires that all contract awards be made only to responsive and responsible bidders. Prior to awarding a contract, LADWP will make a determination that the prospective contractor is one that has the necessary quality, fitness and capacity to perform the work set forth in the Agreement. Responsibility will be determined by LADWP from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization; material, equipment, and facilities necessary to perform Project work; financial resources; satisfactory performance of other contracts; satisfactory record of compliance with relevant laws and regulations; satisfactory record of business integrity, and acceptable performance on previous contracts.

Bidders are required to complete, sign, and attach the "Vendor Authentication Form."

6. BUSINESS TAX REGISTRATION

WQA shall obtain and keep in full force and effect during the term of the Agreement all Business Tax Registration Certificates required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter 11, Section 21.00 and following, of the Los Angeles Municipal Code. WQA's current Business Tax Registration Certificate Number (BTRC), or, if exempt, Vendor Registration Number (VRN), must be shown on all invoices submitted for payment. Failure to do so may delay payment.

Failure to submit a valid BTRC, VRN, or Exempt Tax Registration Certificate, within 48 hours of notification may result in the award of contract or purchase order being withheld.

7. TAXPAYER IDENTIFICATION NUMBER

WQA represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, WQA shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

8. CHILD SUPPORT OBLIGATIONS POLICY

In accordance with City of Los Angeles Ordinance No. 172401, LADWP requires all contractors and subcontractors performing Project work to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

Bidders are required to complete, sign, and attach LADWP's "Certification of Compliance with Child Support Obligations" Affidavit.

9. EQUAL BENEFITS ORDINANCE

Where applicable, bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The bidder shall complete, sign, and attach the Equal Benefits Ordinance Compliance Affidavit (2 pages). The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first approved. Bidders do not need to submit supporting documentation with their bids. However, LADWP may request supporting documentation to verify that the benefits are being provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Mandatory contract provisions pertaining to equal benefits, unless otherwise exempted:

- a. During the performance of the contract, the contractor certifies and represents that the contractor will comply with the Equal Benefits Ordinance.
- b. The failure of the contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the contract by the awarding authority.
- c. If the contractor fails to comply with the Equal Benefits Ordinance, the awarding authority may cancel, terminate, or suspend the contract, in whole or in part, and all monies due or to become due under the contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

- d. Failure to comply with the Equal Benefits Ordinance may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
- e. If the designated administrative agency determines that a contractor has set up or used its contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the awarding authority may terminate the contract on behalf of the City. Violation of this provision may be used as evidence against the contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

10. MUNICIPAL LOBBYING ORDINANCE

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall complete, sign, and attach the City Ethics Commission's "CEC Form 50" (1 page) affidavit as part of their bid submittal. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the City Ethics Commission's website at http://ethics.lacity.org/PDF/laws/law_mlo.pdf. Bids submitted without a completed "CEC Form 50" affidavit shall be deemed non-responsive. Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org>

11. SERVICE CONTRACT WORKER RETENTION ORDINANCE AND LIVING WAGE POLICY

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Service Worker Retention Ordinance (WCWro0, Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 seq. of the Los Angeles Administrative Code. The ordinances require that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least 3 months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

- f. Retention by a successor for a 90 day transition period, the employees who have been employed for the preceding 12 months or more by the terminated contractor or subcontractor, earning no more than twice the hourly wage without health benefits available under the LWO Section 10.37 et seq. of the Los Angeles Administrative Code;

- g. Payment of a minimum initial wage to employees as defined in the LWO, as may be adjusted each July 1, and provisions of benefits as defined in the LWO;
- h. WQA further pledges that it shall comply with federal law proscribing retaliation for union organizing and shall not retaliate for activities related to the LWO. WQA shall require each of its contractors and subcontractors performing Project work to pledge to comply with the terms of federal law proscribing retaliation for union organizing.
- i. WQA and its contractors and subcontractors performing Project work shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for seeking to enforce the employee's rights under the LWO by any lawful means, or otherwise asserting rights under the LWO by any lawful means, or otherwise asserting rights under the LWO.
- j. Any contracts entered into by WQA relating to this Agreement, to the extent allowed hereunder, shall be subject to these provisions and shall incorporate the provisions of the LWO and the SCWRO.
- k. WQA shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the City determines that the WQA or a contractor or subcontractor performing Project work has violated provisions of the LWO or the SCWRO or both.

Where under the LWO Section 10.37.6(e), the designated administrative agency has determined (a) that WQA or its contractors/subcontractors are in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due in accordance with the following procedures. Impoundment shall mean that from monies due to WQA the awarding authority may deduct the amount determined to be due and owing WQA to its employees, contractors, or subcontractors. Such monies shall be placed in the holding account referred to in LWO Section 10.37.c(d)(3) and disposed of under procedures there prescribed through final and binding arbitration. Whether WQA continues work following an impoundment shall remain in the unfettered discretion of the awarding authority. WQA may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

12. EARNED INCOME TAX CREDIT

This Agreement is subject to the provisions of Section 10.37.4(b) of the Los Angeles Administrative Code, requiring employers to inform employees of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

13. AMERICANS WITH DISABILITIES ACT

WQA hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. WQA shall provide reasonably accommodations to allow qualifies individuals with disabilities to have access to and to participate in its programs, services, and activities in accordance with the provisions of the Americans with Disabilities Act. WQA will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any contract entered into WQA, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

14. INDEMNIFICATION

General Indemnification

Except for the sole negligence of the other, LADWP and WQA each agree to indemnify and hold the other harmless from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the other party. However, each party shall retain liability for the acts, errors or omissions of its contractors, or the contractor's officers, agents, employees, or subcontractors of any tier.

The provisions of this section shall survive expiration or termination of Agreement.

15. PUBLIC RECORDS

All Project documents, except for a subset of information regarding archaeological records, are public records, including but not limited to all of the submissions accompanying the application for funding, all of the documents incorporated by a Grant Program funding agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

16. RIGHT TO AUDIT

WQA shall maintain, and shall cause their respective consultants and/or suppliers for the Project as applicable to maintain, all records pertaining to the management of Agreement, and related subcontracts, and performance of services pursuant to Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to Agreement. If WQA, WQA's consultants and/or suppliers are required to submit cost or pricing data in connection with Agreement, WQA shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel, LADWP's agents, the State Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned (hereinafter referred to as Authorized Auditors), for thirty-six (36) years after Completion of Construction of NHC.

Upon reasonably written notice, Authorized Auditors shall have the right to audit the Project records of WQA and its contractors and subcontractors performing Project work. WQA shall make said records or to the extent accepted by the Authorized Auditors, photographs, micro-photographs, etc. or other authentic reproductions thereof, available to the Authorized Auditors at WQA's offices at all reasonable times and without charge. Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by WQA on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. WQA shall not, however, be required to furnish the Authorized Auditors with commonly available software.

WQA must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. WQA agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

WQA and its respective contractors, consultants and/or suppliers, as applicable to the services provided under Agreement, shall be subject at any time with 60 calendar days' prior written notice to audits or examinations by Authorized Auditors relating to all billings and to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, County, State and Federal government audit standards. For consultants, subconsultants, and suppliers that utilize or are subject to Federal Acquisition Regulation (FAR), Parts 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, WQA will be provided a defined amount of time to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates WQA has been overpaid under a previous payment application, the identified overpayment amount shall be paid by WQA to LADWP within ninety (90) calendar days of notice to WQA.

If applicable, WQA shall contractually require all contractors, consultants, and suppliers performing services under Agreement to comply with the provisions of this section by inserting this provision in each contractor's contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under Agreement. In addition, WQA, their contractors, consultants, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third Party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third Party beneficiary of the audit provision shall not confer any rights or privileges on WQA, contractors, consultants, or any other person/entity."

The provisions of this section shall survive expiration or termination of Agreement.

17. LADWP RECYCLING POLICY

WQA shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationary that accompanies these documents is exempt from this requirement. Documents or two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

18. NOTICES

All notices provided under Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on either: (1) the date personally delivered to the address indicated below; (2) the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office; or (3) the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: Mr. Andrew Linard
Director of Water Engineering and Technical Services
Los Angeles Department of Water and Power
111 North Hope Street, Room 1336
Los Angeles, California 90012
Phone: (213) 367-0866

WQA: Mr. Randy Schoellerman
Assistant Executive Director
San Gabriel Basin Water Quality Authority
1720 West Cameron Avenue, Suite 100
West Covina, California 91790
Phone: (626) 338-5555

19. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- I. This Agreement has been signed on behalf of WQA by the person(s) authorized to bind WQA hereto.
- m. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- n. This Agreement has been signed on behalf of LADWP by the person(s) authorized to enter into this Agreement.

20. COMPLETE AGREEMENT

Agreement contains the full and complete Agreement between WQA and LADWP related to the Project. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of Agreement.

IN WITNESS WHEREOF, each Party hereto has caused Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

By: _____
DAVID H. WRIGHT
General Manager
Date: _____

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: _____ Date: _____
Mark Reusch
Deputy City Attorney

IN WITNESS WHEREOF, each Party hereto has caused Agreement to be executed by their duly authorized representatives.

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Date: _____ By: _____
Kenneth R. Manning
Executive Director

APPROVED AS TO FORM:

By: _____ Date: _____
[Name]
[Title]