



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, DECEMBER 8, 2020 AT 10:00 A.M.
AT
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

To attend the meeting please register at:

<https://attendee.gotowebinar.com/register/6182426751038190604>

After registering, you will receive a confirmation email containing information about joining the webinar.

In light of the Governor's Executive Orders N-25-20 dated March 12, 2020 and N-29-20 dated March 17, 2020 (collectively, the "Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Has Suspended Application of Certain Public Meeting Requirements otherwise required under Brown Act during the term of the Executive Order, Including Restrictions and Noticing Requirements Relating to the Conduct of Teleconferenced Board Meetings. Due to the essential nature of the WQA Board Meetings in conducting Authority business, the WQA Board meeting will take place via online and teleconference. Copies of Executive Order will be made available to members of the public upon request.

Public Comments can be emailed prior to the meeting to Stephanie@wqa.com

**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 Update of Administrative Procedure No. 36 Part-Time Personnel [enc]
- IV. Discussion Regarding Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region [enc]
- V. Executive Director's Report
- VI. Adjournment



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AGENDA SUBMITTAL

To: WQA Administrative / Finance Committee
From: Randy Schoellerman, Executive Director
Date: December 8, 2020
Subject: **Updated Administrative Procedure No. 36 Part-Time Personnel**

Requested Action

Staff requests approval of the updated Administrative Procedure No. 36 "Part-Time Personnel" so that it conforms with the ACWA JPIA ("JPIA") Employer Participation Requirements for medical benefits.

Background

WQA maintains its medical insurance with JPIA, and as such, it needs to comply with the JPIA Employer Participation Requirement for Medical. JPIA reviewed the employee benefits portion of the WQA Employee Handbook and found that sections in the handbook need to be updated to conform with the JPIA Employer Participation Requirements. They are as follows.

- Part-Time Employees
- Temporary Employees
- Dependents
- Short Term Disability Benefits
- COBRA
- FMLA

Certain of these categories are defined by WQA Administrative Procedures, and any revisions to the Employee Handbook will require WQA to update the underlying Administrative Procedures. Most of the changes are simple updates to current laws and regulations. Staff has started that process with help from JPIA and will be bringing the updated procedures to the committee at future meetings.

However, JPIA is insisting that WQA update the definition of **a Regular Part-Time Employee** and the related employee benefits immediately so that it conforms to the JPIA Employer Participation Requirements.

Discussion

The WQA Employee Handbook defines a Regular Part-Time Employee as an employee who is regularly scheduled to work 20 or more hours per work week and less than 32 hours per work week for an

unspecified duration. Additionally, it specifies that a Medical/Dental/Optical allowance of \$4,800 per calendar year be provided per family for reasonable expenses incurred.

JPIA is requiring that WQA change this policy since it is not in compliance with the JPIA Employer Participation Requirements as described below:

- An allowance cannot be paid to the employee; instead, the employee would need to be enrolled in WQA's health insurance plan.
- JPIA requires that the employer pay at least 100 percent of the least costly plan for employee only (approximately \$1,000 per month).

JPIA recommends that the definition of a Part-Time employee be changed to an employee who works at least 20 hours per week and less than 30 hours per week. They further recommend that Part-Time Employees are not eligible for medical/dental/vision benefits. Staff concurs with these recommendations.

Additionally, Administrative Procedure No. 36 has also been updated so that the sick leave policy conforms to California's Healthy Workplaces, Healthy Families Act of 2014.

Recommendation / Proposed Action

Approve updated Procedure No. 36 Part-Time Personnel

Attachments

Administrative Procedures No. 36 Part-Time Personnel, red-line version

SAN GABRIEL BASIN WATER QUALITY AUTHORITY
Policy and Procedures Manual

ADMINISTRATIVE PROCEDURES

No. 36

Date: 2/1/99

Revised: 12/16/2020

Page 1 of 1

PART-TIME PERSONNEL

Approved: _____

Purpose:

To define the employee benefit policy for regular part-time employees of the San Gabriel Basin Water Quality Authority.

Definition

“Regular part-time employee” is defined as an employee who is regularly scheduled to work 20 or more hours and less than 30 hours per work week, or more hours per work week and under 32 hours per work week. Such employees are eligible for benefits only where specifically stated.

Policy

Medical

~~Upon sixty days of employment, the WQA shall pay, at no premium cost to its regular part-time employees and their dependents, Major Medical and Health Insurance to be obtained through an individual plan. Premium cost per individual plan shall not exceed \$400 per month. The WQA shall not provide any other allowance for medical, dental or optical expenses.~~

Vacation

Upon sixty days of employment, regular part-time employees shall earn .048 days per hour worked of vacation with pay. Used vacation time shall be considered as time worked. Vacations shall only be taken at the times approved by the employee’s immediate supervisor.

Sick

In accordance with Healthy Workplaces, Healthy Families Act of 2014, eligible part-time employees are entitled to paid sick leave benefits under the following conditions:

- a. Accrue paid sick leave benefits at the rate of one (1) hour for every 30 hours worked.
- b. Take paid sick leave of up to 24 hours per calendar year in increments on at leave two (2) hours.
- c. Accumulated sick leave will not be paid upon termination of employment.
- d. Employees who have not worked in a 12-month period shall be considered new employees to the purposes of sick leave accrual and usage.
- e. Employees may accrue a maximum of 48 hours of paid sick leave.
- ~~—Employees who have worked for the Authority for at least 30 working days within a year are entitled to take paid sick leave. Upon sixty days of employment, regular part-time employees shall earn .058 days per hour worked of sick leave with pay. 50% of accumulated sick leave will be~~

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~~compensated at their then current salary upon termination after receiving notification of early termination due to reorganization. Accumulated sick leave will not be compensated in all other cases of termination of service.~~

f. Eligibility:

Any regular part-time employee who has successfully completed a sixty-day probationary period shall be eligible for the ~~vacation~~^{above} benefits. Accrual of sick leave begins on the first day of employment. Part-time employees who are regularly scheduled to work under 20 hours per work week and internships are not eligible to receive benefits.

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AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Randy Schoellerman, Executive Director
Date: December 8, 2020
Subject: Greater Los Angeles County Integrated Regional Water Management Plan Memorandum of Understanding

Summary

WQA is a member of the Greater Los Angeles County (GLAC) Region Integrated Regional Water Management Plan (IRWMP) Leadership Committee. The committee operates under an existing memorandum of understanding (MOU) that expires at the end of 2020. The parties are proposing to extend the term of the agreement an additional 5 years.

Discussion

The primary purpose of the MOU is to provide for the formation of the Leadership Committee that also acts as the Regional Water Management Group for the GLAC Region in accordance with the Integrated Regional Water Management Planning Act of 2002. This formation is a requirement of regions seeking IRWMP grant funding from the Department of Water Resources. The Leadership Committee is led by the L.A. County Flood Control District and includes 16 members comprised of two representatives from each of the five sub-regions and one representative from each of five water management areas. The WQA is the Vice-Chair of the Upper San Gabriel River and Rio Hondo River sub-region and serves on the Leadership Committee as a representative of the sub-region.

The MOU also indicates that the parties will create, adopt and update an IRWM Plan for the GLAC Region. A plan update was completed in 2014. In addition, the parties agree to solicit funding for implementation of the plan, to share water resources management information and to coordinate projects and programs.

Recommendation / Proposed Action

Approve Greater Los Angeles County Region IRWMP MOU.

Attachment: Greater Los Angeles County Region IRWMP MOU

**Memorandum of Understanding for
Integrated Regional Water Management Planning and
Implementation for the
Greater Los Angeles County Region**

This Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("**MOU**") is dated _____ ("**Effective Date**") and is between the signatories to this MOU, each of which is referred to individually as a "**Party**" and collectively as the "**Parties**."

The Parties are each local agencies or non-profit organizations involved with regional water management issues in the Greater Los Angeles County ("**GLAC**") area shown on Exhibit A (the "**GLAC Region**").

It is in the best interests of the Parties and the GLAC Region that the Parties' shared water resources are responsibly managed, protected, and conserved to the extent feasible.

Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code (the "**Act**"), several of the Parties entered into a Memorandum of Understanding in 2008 ("**2008 MOU**"), which was re-affirmed in 2012 ("**2012 MOU**"), and again in 2016 ("**2016 MOU**"). The purpose of those memoranda of understanding is to formally establish a governance structure called the "Leadership Committee" to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan ("**IRWMP**") implementation.

The 2012 MOU established that the Leadership Committee would be the Regional Water Management Group ("**RWMP**") for the GLAC Region, in accordance with the Act. The 2012 MOU was renewed in November 2016, and the 2016 MOU will expire on December 31, 2020.

The Parties intend by this MOU to continue the RWMP, provide procedures for adding and replacing members of the RWMP, and to develop, administer, update, and implement an IRWMP for the GLAC Region.

The Parties therefore agree as follows:

SECTION 1. PURPOSES AND GOALS

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the Parties in achieving their respective missions and contribute to the overall well-being of the GLAC Region.

SECTION 2. JOINT PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

The Parties intend to coordinate and collaborate to develop and implement projects and programs related to water resource management and planning. The Parties recognize that coordinated projects can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC Region; and

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC Region.

2.2 Continuation of the RWMG. The Parties hereby re-affirm their intent to continue the RWMG pursuant to California Water Code section 10539.

2.3 Governance and Operations of the RWMG. The RWMG is also known as the "Leadership Committee" and is composed of representatives of each of the Parties. The RWMG's procedures are set forth in the *Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan* ("**Operating Guidelines**") attached as Exhibit B. The Operating Guidelines serve as the basis for the RWMG's decision-making process, are reviewed by the RWMG as necessary and may be amended by vote of the RWMG according to the voting procedure set forth in the Operating Guidelines. The Operating Guidelines must be consistent with this MOU and are void to the extent they are in conflict with this MOU.

2.4 New Parties: Any entity or agency may become a member of the RWMG and a Party to this MOU upon the following conditions:

2.4.1 The prospective member is a public agency or non-profit organization that has a role in water supply or water management and is approved as a member according to the procedures set forth in the Operating Guidelines (as that term is defined above); and

2.4.2 The prospective member formally approves and duly executes and agrees to be bound by this MOU; and

2.4.3 The prospective member is approved by a majority vote of the Leadership Committee.

2.5 Membership Requirement and Notification: When a new entity or agency is voted into membership of the RWMG, that member-elect must approve and sign this MOU within 90 days after election before it can formally be seated on the RWMG. Upon the member-elect's approval of this MOU, the member-elect will automatically become a Party under this MOU and may replace an outgoing Party in accordance with the Operating Guidelines. Exhibit C to this MOU will be changed to add the new Party and

to delete the outgoing Party, if any. Exhibit C will be made public on the RWMG's website, and the Chair of the Leadership Committee shall cause a written notice of the Party change to be electronically provided to all Parties within 20 business days after the change. The addition of (or replacement of a Party by) a new member-elect will be made through this procedure and does not require an amendment to this MOU.

2.6 Preparation and Adoption of the IRWMP

2.6.1 The RWMG will facilitate the development and implementation of the IRWMP for the GLAC IRWM Region.

2.6.2 The Parties acknowledge and agree to operate under the rules and guidance of the applicable sections of the California Water Code, including, without limitation, Sections 10540 and 10543. The Parties agree to cooperate and facilitate the adoption and approval of the IRWMP and subsequent updates in accordance with all legal requirements and procedures.

2.7 Endorsement by Other Entities. The Parties should encourage other entities to adopt resolutions endorsing the GLAC IRWM Region's IRWMP. Endorsements do not obligate entities beyond the demonstration of support for regional water management cooperation. Entities endorsing the GLAC IRWM Region's IRWMP will not be members of the RWMG or Parties unless they are added to the MOU in accordance with Section 2.

SECTION 3. GENERAL PROVISIONS

3.1 Term: This MOU will become effective upon approval by a majority of the Parties, as determined by the Chair of the RWMG, and will expire five (5) years from effective date.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party in favor of any non-Party.

3.3 Good Faith: Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and will be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts will constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Termination: This MOU may be terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60

days' written notice to the remaining Parties. When a Party is no longer a member of the RWMG, that Party's participation in this MOU automatically terminates. Termination of a Party pursuant to this provision does not prevent that terminated party from endorsing the IRWMP.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of this MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 Amendments: This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of the amendment or modification. No waiver of any term or condition of this MOU or any Party will be a continuing waiver.

3.11 Supersession: This MOU supersedes and replaces, in their entirety, the 2008, 2012, and 2016 MOUs, all of which are of no further force or effect.

3.12 Notice:

3.12.1 Any correspondence, communication or contact concerning this MOU must be directed to the Parties at the name and address listed in Exhibit C. The Parties agree to timely inform the Chair of the Leadership Committee of any changes needed in the name or address of their respective representatives. After such a change is made pursuant to the Operating Guidelines, the Chair will provide all Parties with an updated copy of Exhibit C. The Chair shall ensure that a current version of Exhibit C is posted to the RWMG's website.

3.12.2 Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

[Signatures appear on following pages.]

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
a body corporate and politic

Date: _____

By: _____
Chief Engineer

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Los Angeles Gateway Integrated
Regional Water Management
Joint Powers Authority

Date: _____

By: _____
Board Chair

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Water Replenishment District of
Southern California

Date: _____

By: _____
General Manager

APPROVED AS TO FORM:

Attorney

By: _____
Deputy

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Las Virgenes Municipal Water District

Date: _____

By: _____
General Manager

APPROVED AS TO FORM:

Wayne K. Lemieux
Attorney

By: _____
Deputy

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Los Angeles County Public Works

Date: _____

By: _____
Director of Public Works

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By: _____
Deputy

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Westlake Village

Date: _____

By: _____
City Manager

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Calabasas

Date: _____

By: _____
City Manager

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

West Basin Municipal Water District

Date: _____

By: _____
General Manager

APPROVED AS TO FORM:

By: _____

Counsel for West Basin
Municipal Water District

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Torrance

Date: _____

By: _____
Director of Public Works

APPROVED AS TO FORM:

John L. Fellows III
City Attorney

By: _____

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Santa Monica

Date: _____ By: _____

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Los Angeles Department of
Water & Power

Date: _____

By: _____
General Manager

And

By: _____
Barbara E. Moschos
Secretary

APPROVED AS TO FORM:

Carmen A. Trutanich
City Attorney

By: _____
Eduardo A. Angeles
Senior Assistant City Attorney

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Glendale

Date: _____

By: _____
Director of Public Works

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Main San Gabriel Basin Watermaster

Date: _____

By: _____
Executive Officer

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

San Gabriel Basin Water Quality
Authority

Date: _____

By: _____
Executive Director

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Raymond Basin Management Board

Date: _____ By: _____

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Santa Monica Bay Restoration
Commission

Date: _____

By: _____
Executive Officer

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

County of Sanitation District No. 2 Los
Angeles County

Date: _____

By: _____
Chairperson, District No. 2

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

City of Los Angeles Bureau of
Sanitation

Date: _____

By: _____
Director

APPROVED AS TO
FORM:

By: _____
City Attorney

ATTEST:

By: _____
Deputy City Clerk

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

Metropolitan Water District of Southern
California

Date: _____

By: _____
General Manager

APPROVED AS TO FORM:

Marcia L. Scully
County Counsel

By: _____
Deputy

Exhibit A

Greater Los Angeles County IRWMP Region and its Five Sub-Regions

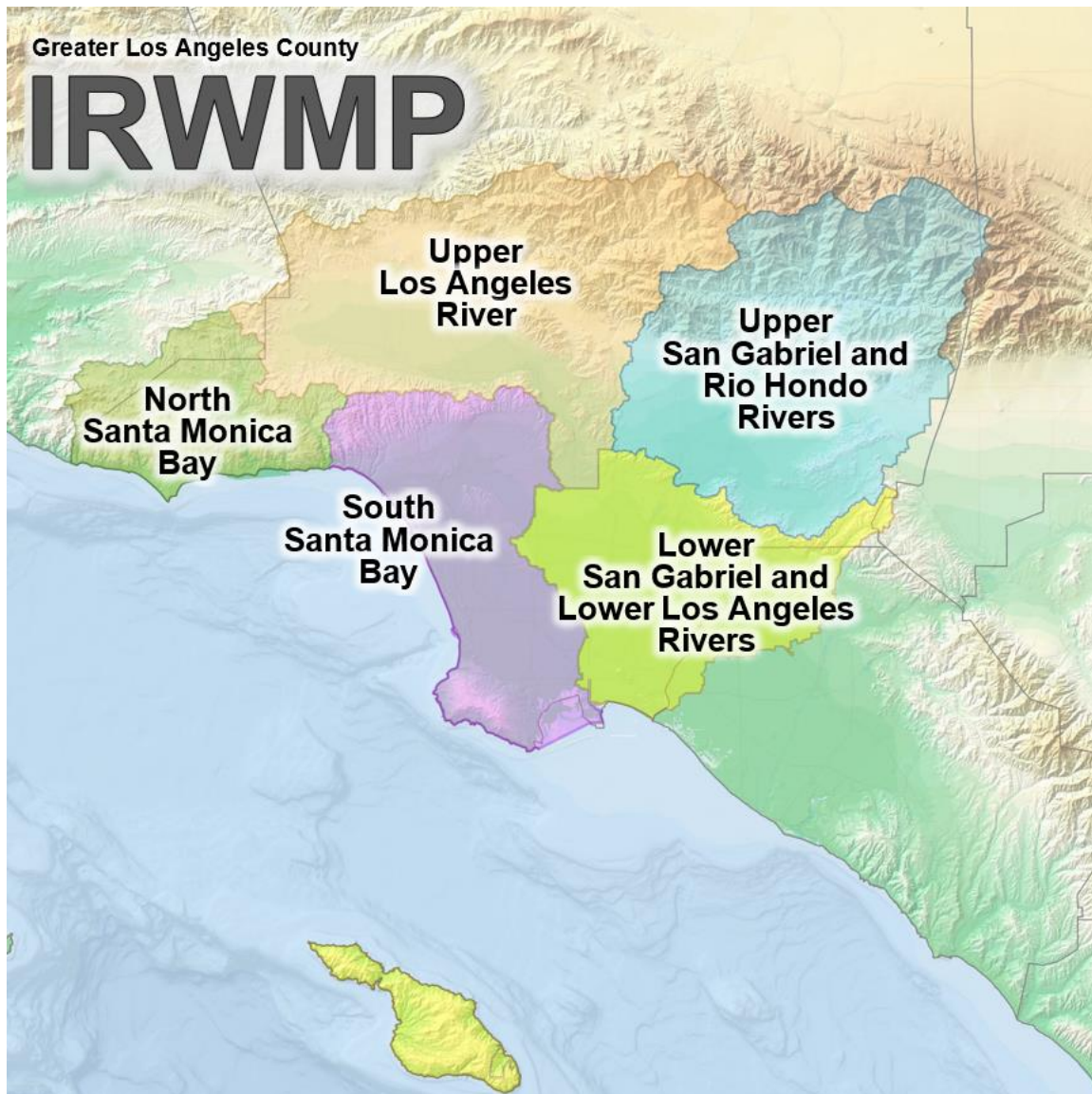


Exhibit B

Guidelines for the Operation of the Regional Water Management Group and Steering Committees of the Greater Los Angeles County Region Integrated Regional Water Management Plan November 2020

**Guidelines for the Operation of the
Regional Water Management Group and Steering Committees of the
Greater Los Angeles County Region
Integrated Regional Water Management Plan
November 2020**

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I. Introduction

a. The intent of the Greater Los Angeles County (**GLAC**) Region (**Region**) Integrated Regional Water Management (**IRWM**) program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought and climate change, improve water reliability, protect and improve water quality, and improve local water security and resiliency by reducing dependence on imported water.

b. The IRWM's Regional Water Management Group (**RWMG**) is formed in accordance with the terms, provisions and requirements of the California Water Code, and is composed of the parties (**Parties**) to the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region (**MOU**). Among the goals of the RWMG is the development of an IRWM Plan (**IRWMP**) and solicitation of funding for implementation of that IRWMP.

c. The decision-making structure for the RWMG consists of a region-wide decision-making body known as the **Leadership Committee**, and five geographically based sub-regional **Steering Committees**.

d. Each Steering Committee consists of representatives from each sub-region's local agencies and organizations involved in water management and related topics. The five sub-regions are: North Santa Monica Bay, South Bay, Upper Los Angeles River, Upper San Gabriel River and Rio Hondo River, and Lower San Gabriel and Lower Los Angeles Rivers, as shown on Attachment A.

e. The Leadership Committee consists of 16 regular members and their alternates, as follows:

1. The Los Angeles County Flood Control District, which will sit as the Chair of the Leadership Committee,

2. The Chair and Vice-Chair of each Steering Committee and their alternates; and

3. Five **Water Management Area** representatives, one for each Water Management Area, and their alternates.

f. The five Water Management Areas are:

1. Surface Water,

2. Groundwater,

3. Sanitation,

4. Stormwater, and

5. Open Space.

II. Sub-Regional Steering Committees

Each of the five sub-regions of the Region's IRWM planning area will be guided by a Steering Committee consisting of representatives of local agencies or organizations involved in local water management and related topics. To the extent feasible, the formation and composition of each Steering Committee will be consistent with the following:

a. Formation

1. Each member entity should have experience with at least one of the following Water Management Areas: groundwater, surface water, storm water, sanitation, and open space.

2. Each Steering Committee should strive to include at least one city and at least one member entity with experience in each Water Management Area.

3. Entities wishing to join a Steering Committee must submit a written request to the Steering Committee Chair. The written request will be presented to the Steering Committee for deliberation and a vote. A majority vote of the Steering Committee is required to add an entity to the Steering Committee.

4. Each member entity will designate a primary and secondary representative to represent it on the Steering Committee. Each representative will serve at the pleasure of the appointing member entity.

5. It is desirable, but not required, that the primary and secondary representative designated by each member entity should be representative of that entity's executive level.

6. Each Steering Committee member shall have one vote. The presence of a simple majority of the Steering Committee members at any meeting of the Steering Committee constitutes a quorum for the purposes of conducting business. The affirmative vote of a majority of those Steering Committee members present and voting is required for all decisions and recommendations of the Steering Committee.

7. The members of each Steering Committee will elect from among themselves a Chair of the Steering Committee. The Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering Committee Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

8. The members of each Steering Committee will elect from among themselves a Vice-Chair to preside over meetings of the Steering Committee in the absence of the Chair. The Vice-Chair will serve at the pleasure of the Steering

Committee and will serve on the Leadership Committee. The term of each Steering Committee Vice-Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

9. Each Steering Committee may select up to two member entities to serve as alternates to the Chair or Vice-Chair on the Leadership Committee with voting rights only in the absence of the Chair or Vice-Chair. Each alternate may vote in place of only one absent regular member (i.e. if the Chair and Vice-Chair are both absent from a Leadership Committee meeting, each alternate may vote on behalf of only one of those regular members). If two alternates are selected, the Steering Committee shall designate one as the first alternate and one as the second alternate for purposes of determining voting priority. The selection process for the alternates will be established by each Steering Committee.

10. Any member entity holding the position of the Chair, Vice-Chair, or alternates must become a signatory to the MOU within 90 days after being elected to the position of Chair, Vice-Chair, or alternate, if they have not already done so. If a member entity fails to become a signatory within 90 days, then the Steering Committee may elect a new member to assume the position of Chair, Vice-Chair, or if applicable, alternate.

11. Each Steering Committee will nominate one representative for each Water Management Area, without geographic consideration, for consideration to serve on the Leadership Committee. The term of each Water Management Area representative will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

12. Each Steering Committee may establish a membership size limitation.

13. A Steering Committee may request a member entity replace its representative for failure to participate.

14. Steering Committees may adopt additional rules for their formation and participation, but those rules must not conflict with these Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan (**Operating Guidelines**).

b. **Roles and Responsibilities.** The Steering Committees will have the following roles and responsibilities:

1. Represent the interests of the sub-region.
2. Meet monthly or as required to accomplish their purpose in developing the IRWMP, evaluating proposed projects and conducting necessary business. The Steering Committee Chair may call meetings as needed.

3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, implementation and administration of the IRWMP and/or other areas of business. Subcommittees will be subject to the oversight of the Steering Committee and no recommendation or finding of a subcommittee will be binding upon the Steering Committee. Subcommittee size and composition will be determined by the Steering Committee, and subcommittee members may be selected from any representative of any Steering Committee member entity or organization, or any appropriate stakeholder.

4. Identify reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources, including local, state and federal funding, and consider pursuing funds from these sources. Steering Committee members will also lend individual support to efforts to apply for and procure such funds, to the extent that each entity is able. Steering Committee members may also choose to contribute funds to support any and all phases of the work to be performed for development and implementation of the IRWMP.

5. Prepare periodic reports to its member agencies, organizations and stakeholders describing the progress toward targets and objectives of the IRWMP.

6. Share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the entities shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Steering Committee.

7. Adopt fiscal procedures as necessary to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. In accordance with California Water Code Section 10541(g), make meetings of each Steering Committee open to the public and post meeting notices on a designated website.

9. Provide outreach to local entities and communities to ensure adequate input from all stakeholders.

10. Maintain a sub-regional project list and ensure that the Leadership Committee's master list of projects is current.

11. Maintain a list of sub-regional goals and priorities as appropriate.

12. Identify and sponsor sub-regional planning studies as needed.

13. Work with the Leadership Committee to update and implement the IRWMP as required.

14. Participate in the Leadership Committee.

III. Leadership Committee

a. Formation

1. The Leadership Committee will consist of the Los Angeles County Flood Control District, the Chairs and Vice-Chairs of each of the five Steering Committees, and five additional members representing each of five Water Management Areas. Each of these sixteen members will have one vote on the Leadership Committee. Alternate members may vote in place of their regular member only in the event that their regular member is absent during a vote.

2. According to the schedule below, each Steering Committee will nominate a member entity to fill each of the five Water Management Area positions on the Leadership Committee. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee.

3. The Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee may also select another member entity to serve as an alternate to each Water Management Area member with voting rights only in the absence of the regular Water Management Area member. Alternates must be selected from among the nominations submitted by each Steering Committee.

4. Any member entity holding a Water Management Area position must become a signatory to the MOU within 90 days after being elected to that position, if they have not already done so. If a member entity fails to become a signatory within 90 days, then that entity's position may be filled using the procedures described in Section III.a.2-3 above.

5. Each member entity holding a Water Management Area position will designate a primary and secondary representative to represent it on the Leadership Committee. In the event that a representative is unable to continue to serve during its term, then the designating Party will select a replacement to fulfill the remainder of the term. All representatives must be approved by the Leadership Committee and must meet the minimum qualifications for Water Management Area Representatives set forth in Attachment B.

6. The Los Angeles County Flood Control District will serve as Chair of the Leadership Committee, at the pleasure of the Leadership Committee, and will be represented by the Chief Engineer of the Los Angeles County Flood Control District or his/her designee.

7. In addition to any additional reviews deemed necessary by the Leadership and/or Steering Committees, all Leadership Committee member terms will be reviewed every 3 years on a staggered basis as follows: Each sub-region will review the Chair and Vice-Chair Steering Committee positions for its sub-region every 3 years as illustrated in the table below. The Chair of the Leadership Committee and Chairs and Vice-Chairs of the Steering Committees will review the Water Management Area positions every 3 years as illustrated in the table below. If possible, the entity selected to represent each Water Management Area should be selected from a different sub-region every 3 years. Each Steering Committee will nominate a representative to fill the Water Management Area position. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs, and the Leadership Committee Chair for consideration and appointment. Leadership Committee members may serve consecutive terms.

Position	Year									
	20	21	22	23	24	25	26	27	28	29
Chair		x			X			x		
Vice-Chair	x			X			x			X
WMA										
Surface Water			x			x			x	
Sanitation			x			x			x	
Groundwater			x			x			x	
Stormwater			x			x			x	
Open Space			x			x			x	

8. Each entity serving as a member of the Leadership Committee must become a signatory to the MOU. Any Leadership Committee member that withdraws from the Leadership Committee in writing or consistently fails to participate (as deemed by majority vote of the Leadership Committee) effectively withdraws its agency from the Leadership Committee and the MOU. The withdrawn member will be replaced on the Leadership Committee through the processes described in these Operating Guidelines.

9. The presence of a simple majority of the Leadership Committee members at any meeting of the Leadership Committee will constitute a quorum for the purposes of conducting business. The affirmative vote of a majority of those Leadership Committee members present and voting is required for all decisions and recommendations of the Leadership Committee.

10. No member entity may serve on the Leadership Committee in more than one position.

b. **Roles and Responsibilities.** The Leadership Committee will have the following roles and responsibilities:

1. Meet bi-monthly or as required to accomplish its purpose in developing the IRWMP and conduct necessary business. The Leadership Committee Chair may call meetings as needed.

2. Facilitate the development and implementation of the IRWMP for the GLAC IRWM Region and update the IRWMP as needed to address new information, as well as new statutory provisions, administrative requirements or grant guidelines established by the Department of Water Resources.

3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, administration, and implementation of the IRWMP. The subcommittees will be subject to the oversight of the Leadership Committee, and no recommendation or finding of a subcommittee will be binding upon the Leadership Committee. Subcommittee size and composition will be determined by the Leadership Committee, and subcommittee members may be selected from any representative of the various Steering Committee entities or any appropriate stakeholder.

4. Identify and pursue funding as needed for the development and administration of the IRWMP. The Leadership Committee will be responsible for determining the amount of contributions necessary for administration of the IRWMP. Leadership Committee representatives will communicate to their respective Steering Committees the amount of funding needed and will pursue commitments for voluntary contributions from Steering Committee members and other stakeholders.

5. Identify and pursue reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources including local, state and federal.

6. Prepare periodic reports for the Steering Committees and stakeholders describing the progress of the development, administration and implementation of the IRWMP.

7. Share (to the extent not otherwise prohibited by law, privilege, or previous lawful agreement) all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize

use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Leadership Committee.

8. Adopt, as necessary, fiscal procedures to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

9. Establish a project evaluation framework that is consistent across the Region for the purpose of quantifying project benefits to allow for the categorization and prioritization of proposed projects based on the Water Management Areas and consistency with the IRWMP and with any applicable statutory provisions, grant guidelines, or administrative requirements established by the Department of Water Resources.

10. Facilitate the adoption of the IRWMP by those entities within the Region with responsibility for one or more Water Management Areas.

11. To the extent feasible, make all meetings of the Leadership Committee open to the public and post meeting notices on a designated website.

12. Provide regional oversight to the Greater Los Angeles County Region IRWMP.

13. Track regional progress towards the Greater Los Angeles County Region IRWMP targets achieved through IRWM funded projects.

14. Act as liaison between the State of California (**State**) and the Steering Committees.

15. Represent the Region's needs to the State.

16. Provide a balance for sub-regional interests.

17. Provide regional outreach related to the Greater Los Angeles County Region IRWMP.

18. Periodically update the Greater Los Angeles County Region IRWMP.

IV. Guidelines for Transparency. In accordance with the requirements of California Water Code Section 10541(g), the following guidelines have been established to enable participation in the planning effort by all stakeholders and to ensure transparency in decision-making by the Leadership Committee:

a. The Leadership Committee will prepare and circulate agendas in advance of its meetings. The Steering Committees will have an opportunity to discuss those agendas prior to the Leadership Committee meetings when possible.

b. Minutes from Leadership Committee meetings will be posted on the website and distributed to stakeholders with key action items such that subsequent interested parties can review and understand the recommendations and actions.

V. Guidelines for Funding Contributions

a. The Leadership Committee will determine the budget for ongoing IRWMP operations (funding target). Such operations include but are not limited to consultant support, administrative expenses, special studies, direct costs, etc.

b. The budget shall be determined for multiple years so as to provide participating entities planning information for their own budgetary purposes.

c. All Steering Committees are expected to contribute equitably to the funding target. The Chair and Vice-Chair of each Steering Committee will be responsible for outreach to Steering Committee members and stakeholders in order to obtain the necessary contributions.

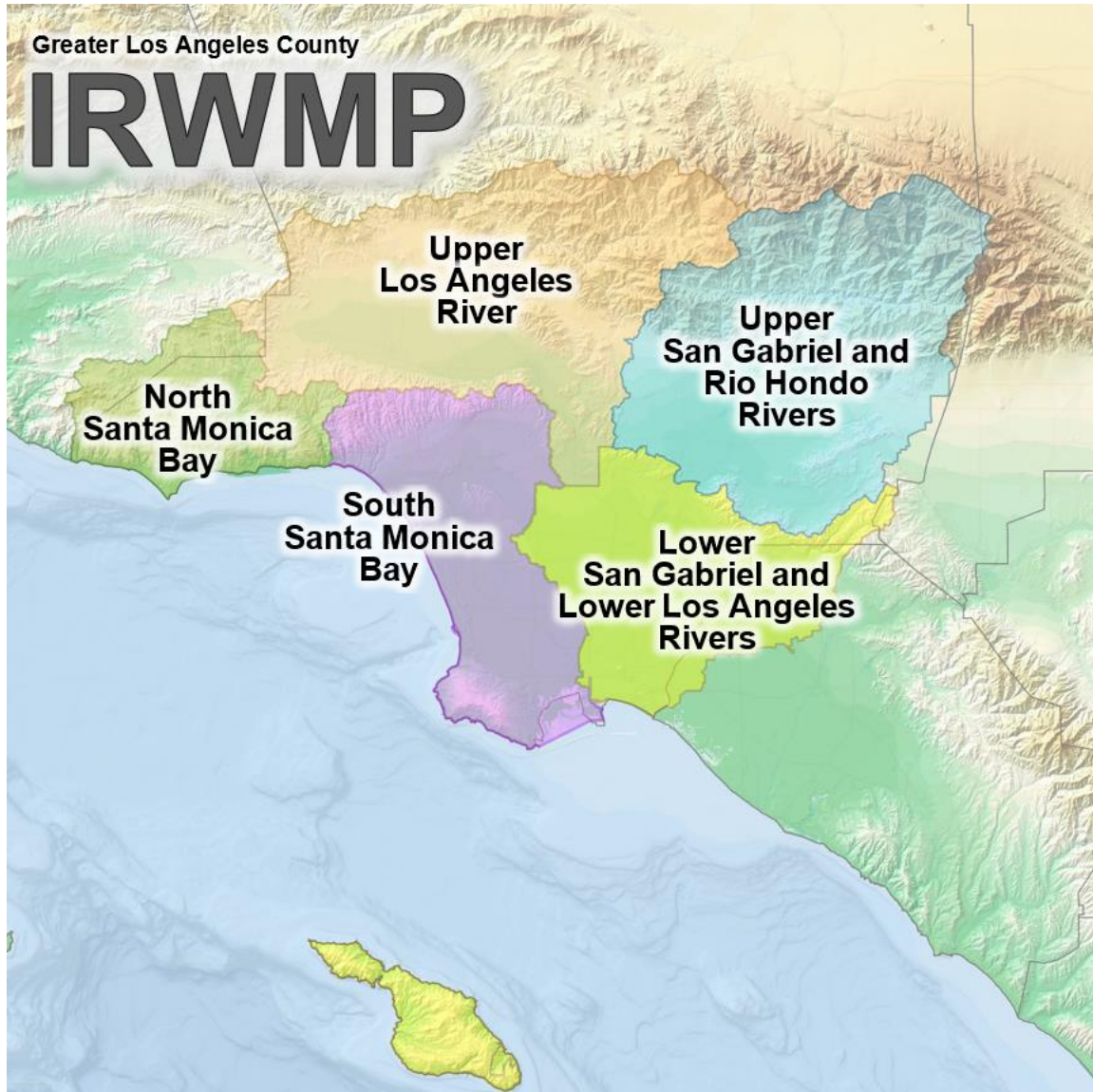
d. All Leadership Committee and Steering Committee members will be expected to contribute towards the funding target established by the Leadership Committee based on their ability to pay. Leadership Committee and Steering Committee members are also expected to assist in outreaching to local entities for funding contributions.

e. If extenuating circumstances prevent a Steering Committee from raising its portion of the funding target, the Chair and Vice Chair of the Steering Committee may appeal in writing to the Leadership Committee for an exception to the funding target, explaining their extenuating circumstances.

f. The Leadership Committee and Steering Committees will seek planning grants and other sources of funding as available to offset the amount of Steering Committee member contributions or contributions from other entities.

Attachment A

Map of the GLAC Region's IRWM Planning Area and its Five Sub-Regions



Attachment B

Water Management Area Representative Minimum Qualifications

Greater Los Angeles County Integrated Regional Water Management Region		
Water Management Area (WMA) Representation Minimum Requirements		
WMA	Minimum Years of Experience	Description
Groundwater	Five +	<ul style="list-style-type: none"> • Experience in one of the following groundwater areas: remediation, supply, management and/or storage. • Educational background or equivalent work experience in engineering, natural sciences, land use management, conservation, or other water resource-related field. • Must not have competing or conflicting groundwater interests within or outside of the Greater L.A. Region.
Open Space	Five +	<ul style="list-style-type: none"> • Experience with habitat, open space and/or recreational issues at a regional level (i.e. across municipal jurisdictions and watershed boundaries). • Educational background or equivalent work experience in natural sciences, land use management, conservation, or other water resource-related field. • Familiar with the agencies and organizations involved in habitat/open space issues in the LA Region who are likely to be project proponents, landowners or permittees of projects.
Sanitation	Five +	<ul style="list-style-type: none"> • Experience in local or regional agency that provides wastewater collection, treatment, recycling and/or disposal services. • Education background and work experience in science, engineering, waste management or related fields.
Stormwater	Five +	<ul style="list-style-type: none"> • Experience in overseeing/managing stormwater pollution abatement projects and knowledge in stormwater programs in multi-watersheds as defined in the Greater Los Angeles Region IRWMP. • Educational background or work experience in engineering, environmental science, biology, chemistry, toxicology, microbiology, urban planning or closely related field. • Sound knowledge of NPDES Stormwater Permit and TMDL issues as related to the region. • Experience in taking a major role in regional NPDES stormwater permit and TMDL compliance efforts involving multiple jurisdictions. • Ability to provide a regional perspective on stormwater and water quality issues.

Greater Los Angeles County Integrated Regional Water Management Region		
Water Management Area (WMA) Representation Minimum Requirements		
Surface Water	Five +	<ul style="list-style-type: none"> • Expertise in the planning, design and construction, financing, and operations of water works facilities which includes storage reservoirs, transmission and distribution systems, pumping plants, water treatment, water conservation, and system optimization particularly as it effects power usage. • Educational background or work experience in engineering, urban planning, environmental studies or related fields. • Sound knowledge of existing and emerging regulations, as well as environmental matters and familiarity with California water law and regulations. • Knowledgeable of the roles of federal, state and local governmental agencies involved in either the regulation of or the operation of water supply facilities, as well as familiarity with key nongovernmental agencies that influence the operations of water systems. • Experience in the acquisition of water rights.
General Minimum Qualifications for all WMA Representatives <ul style="list-style-type: none"> • Familiar with the Region's IRWMP, its decision-making structure, the committee members, goals and targets, and specific issues, challenges and potential solutions related to the specific WMA on a regional scale. • Must be able to represent regional interests in the Greater Los Angeles County Region. • Must be able to attend and participate in Leadership Committee meetings. 		

Exhibit C
Parties to the MOU and Current Party Representatives
(Effective XX/XX/2020)

CHAIR OF LEADERSHIP COMMITTEE

Los Angeles County Flood Control District
Mr. Mark Pestrella
900 South Fremont
Alhambra, CA 91803

SUB-REGIONAL STEERING COMMITTEES

Lower San Gabriel and Lower Los Angeles Rivers

Chair	Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Ms. Lisa Rapp 16401 Paramount Blvd. Paramount, CA 90723
Vice Chair	Water Replenishment District Robb Whittaker 4040 Paramount Blvd. Lakewood, CA, 90712

North Santa Monica Bay

Chair	Las Virgenes Municipal Water District Mr. David W. Pedersen 4232 Las Virgenes Road Calabasas, CA 91302
Vice Chair	County of Los Angeles Waterworks District 29 Mr. David Rydman 900 S. Fremont Ave. Alhambra, CA 91803

South Bay

Chair	West Basin Municipal Water District Mr. Edward Caldwell 17140 South Avalon Boulevard, Suite 210 Carson CA 90746
Vice Chair	City of Torrance Mr. John Dettle 20500 Madrona Avenue Torrance, CA 90503

Upper Los Angeles River

Chair	City of Los Angeles Department of Water and Power Mr. Martin Adams 111 North Hope Street, Room 1460 Los Angeles, CA 90012
Vice Chair	City of Glendale Mr. Yaz Emrani 633 E. Broadway Ste 209 Glendale CA 91206

Upper San Gabriel River and Rio Hondo River

Chair	Main San Gabriel Basin Watermaster Ms. Kelly Gardner 725 North Azusa Avenue Azusa, CA 91702
Vice Chair	San Gabriel Basin Water Quality Authority Mr. Randy Schoellerman 1720 West Cameron Avenue, Suite 100 West Covina, CA 91790

WATER MANAGEMENT AREA REPRESENTATIVES

Groundwater	Raymond Basin Management Board Mr. Tony Zampielo 725 North Azusa Avenue Azusa, CA 91702
Open Space	Santa Monica Bay Restoration Commission Mr. Guangyu Wang 320 West 4th Street, Suite 200 Los Angeles, CA 90013
Sanitation	Los Angeles County Sanitation Districts Mr. Robert C. Ferrante 1955 Workman Mill Road Whittier, CA 90601
Stormwater	City of Los Angeles, Bureau of Sanitation Mr. Enrique Zaldivar 2714 Media Center Drive Los Angeles, CA 90065
Surface Water	The Metropolitan Water District of Southern California Mr. Jeffrey Kightlinger 700 North Alameda Street Los Angeles, CA 90012

ALTERNATES

Leadership Committee

Alternates to Chair

Los Angeles County Flood Control District
Dan Lafferty
Keith Lilley
Matthew Frary

Lower San Gabriel and Lower Los Angeles Rivers

Alternate to Lower San Gabriel
and Los Angeles Rivers
Chair

Los Angeles Gateway Region Integrated Regional Water
Management Joint Powers Authority
Ms. Grace Kast
16401 Paramount Blvd.
Paramount, CA 90723

Alternate to Lower San Gabriel
and Los Angeles Rivers
Vice Chair

Water Replenishment District of Southern California
Ms. Esther Rojas
4040 Paramount Blvd.
Lakewood, CA 90712

North Santa Monica Bay

Alternate to North Santa Monica
Bay Steering Committee

City of Westlake Village
Mr. Joe Bellomo
31200 Oak Crest Drive
Westlake Village, CA 91361

Alternate to North Santa Monica
Bay Steering Committee

City of Calabasas
Mr. Alex Farassati
100 Civic Center Way
Calabasas, CA 91302

South Bay

Alternate to South Bay Steering
Committee
Chair

West Basin Municipal Water District
(TBD)
17140 South Avalon Boulevard, Suite 210
Carson CA 90746

Alternate to South Bay Steering
Committee
Vice-Chair

City of Santa Monica
Mr. Neal Shapiro
1685 Main Street
Santa Monica, CA 90401

Upper Los Angeles River	
Alternate to Upper Los Angeles River Steering Committee Chair	City of Los Angeles Department of Water and Power Mr. David Pettijohn 111 North Hope Street, Room 1460 Los Angeles, CA 90012
Alternate to Upper Los Angeles River Steering Committee Vice Chair	City of Glendale (TBD) 633 E. Broadway Ste 209 Glendale CA 91206
Upper San Gabriel and Rio Hondo River	
Alternate to Upper San Gabriel and Rio Hondo River Steering Committee Chair	Main San Gabriel Basin Watermaster (TBD) 725 North Azusa Avenue Azusa, CA 91702
Alternate to Upper San Gabriel and Rio Hondo River Steering Committee Vice Chair	San Gabriel Basin Water Quality Authority (TBD) 1720 West Cameron Avenue, Suite 100 West Covina, CA 91790
Open Space	
Alternate to Open Space Representative	Santa Monica Bay Restoration Commission (TBD) 320 West 4th Street, Suite 200 Los Angeles, CA 90013
Sanitation	
Alternate to Sanitation Representative	Los Angeles County Sanitation Districts Ms. Sharon Green 1955 Workman Mill Road Whittier, CA 90601
Sanitation Chair	
Stormwater	
Alternate to Stormwater Representative	City of Los Watershed Protection Division Mr. Shahram Kharaghani 2714 Media Center Drive Los Angeles, CA 90065
Surface Water	
Alternate to Surface Water Representative	Metropolitan Water District of Southern California (TBD) 700 North Alameda Street Los Angeles, CA 90001